

## IMPORTANT INFORMATION

Please read this first

# Medical Malpractice Insurance proposal form for healthcare establishments and healthcare professionals

**You should read the following advice before proceeding to complete this Proposal Form.**

### 1. Duty of disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, 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 insurance, and if so, on 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 any 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 his business, ought to know; or
- ▼ as to which compliance with your duty 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, refuse to pay the 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.

### 2. Claims made and notified basis of coverage

The Medical Malpractice Insurance Policy is issued on a 'Claims made and Notified' basis.

This means that the Insuring Clause responds to:

- (a) claims first made against you during the policy period and notified to the insurer during the policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and
- (b) written notification of facts pursuant to section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify, are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the expiry of the policy period. If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, section 40(3) of the Insurance Contracts Act 1984 is set out below:

"S40(3) Where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim when made by reason only that it was made after the expiration of the period of insurance cover provided by the contract."

When the policy period expires, no new notification of facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

### 3. Retroactive date

You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

### 4. Subrogation waiver

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a liability incurred solely by reason of the Insured entering into a deed or agreement excluding, limiting or delaying the legal rights or of recovery against another.

### 5. Average provision

If your policy provides for 'Costs in Addition' to the limit of indemnity and if a payment in excess of the limit of indemnity available under your policy has to be made to dispose of a claim, the insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim payments.

### 6. Privacy statement

AAI Limited trading as Vero Insurance is the insurer and issuer of your commercial insurance product, and is a member of the Suncorp Group, which we'll refer to simply as "the Group".

#### Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- ▼ identify you and conduct appropriate checks;
- ▼ understand your requirements and provide you with a product or service;
- ▼ set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;
- ▼ assess and investigate any claims you make under one or more of our products;
- ▼ manage, train and develop our employees and representatives;
- ▼ manage complaints and disputes, and report to dispute resolution bodies; and
- ▼ get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

#### What happens if you don't give us your personal information?

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.

#### How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Income Tax Regulations 1936, Tax Administration Act 1953, Tax Administration Regulations 1976, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- ▼ other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);
- ▼ any of our Group joint ventures where authorised or required;
- ▼ customer, product, business or strategic research and development organisations;
- ▼ data warehouse, strategic learning organisations, data partners, analytic consultants;
- ▼ social media and other virtual communities and networks where people create, share or exchange information;
- ▼ publicly available sources of information;
- ▼ clubs, associations, member loyalty or rewards programs and other industry relevant organisations;

- ▼ a third party that we've contracted to provide financial services, financial products or administrative services – for example:
  - ▼ information technology providers,
  - ▼ administration or business management services, consultancy firms, auditors and business management consultants,
  - ▼ marketing agencies and other marketing service providers,
  - ▼ claims management service providers
  - ▼ print/mail/digital service providers, and
  - ▼ imaging and document management services;
- ▼ any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- ▼ a third party claimant or witnesses in a claim;
- ▼ accounting or finance professionals and advisers;
- ▼ government, statutory or regulatory bodies and enforcement bodies;
- ▼ policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- ▼ in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- ▼ the Financial Ombudsman Service or any other external dispute resolution body;
- ▼ credit reporting agencies;
- ▼ other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- ▼ legal and any other professional advisers or consultants;
- ▼ hospitals and, medical, health or wellbeing professionals;
- ▼ debt collection agencies;
- ▼ any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, eg your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons or organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

#### **Overseas disclosure**

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at [www.vero.com.au/privacy](http://www.vero.com.au/privacy), or you can call us for a copy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

#### **How to access and correct your personal information or make a complaint**

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in **Contact Us**.

#### **Contact us**

For more information about our privacy practices including accessing or correcting your personal information, making a complaint, or obtaining a list of overseas countries you can:

- ▼ Visit [www.vero.com.au/privacy](http://www.vero.com.au/privacy).
- ▼ Speak to us directly by phoning one of our Sales & Service Consultants on: 1300 888 073 or by
- ▼ Email us at [claims@vero.com.au](mailto:claims@vero.com.au)

#### **7. General Insurance Code of Practice**

Vero Insurance has adopted the General Insurance Code of Practice which has been developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, intermediaries and consumers.

The Code sets out what insurers must do when dealing with policyholders/the insured. Please contact Vero Insurance for more information about the Code, if required.

## 8. Our complaints handling procedures

### Resolving your complaints

If you think we have let you down in any way, or our service is not what you expect (even if through one of our agents or representatives), please tell us so we can help. You can tell us by phone, in writing or in person.

Should you tell us in writing it will help to send us the full details of your complaint together with any supporting documents and an explanation of what you want us to do. If you would like to come in to talk to us face to face, please call and we will arrange an appointment for a meeting.

### What we will do to resolve your complaint

When you first let us know about your complaint or concern the person trying to resolve your complaint will listen to you, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours.

If you are not satisfied with this person's decision on your complaint, then it will be referred to the relevant Operational Manager, who will contact you within 5 working days.

Should you not be satisfied with the Operational Manager's decision, then it will be referred to the General Manager (or their delegate). We will send you our final decision within 15 working days from the date you first made your complaint.

### What if you are not satisfied with our final decision?

We expect our procedures will deal fairly and promptly with your complaint. However if you are not satisfied with our final decision there are external dispute remedies such as mediation, arbitration or legal action.

**Guidelines to help you complete this proposal form**

1. Failure to disclose all material information that is likely to influence the acceptance of the risk or the terms applied could invalidate the insurance. If you are in any doubt as to whether any information is material, it should be disclosed.
2. Where the space provided is insufficient for your replies, please provide these separately and attach to this Proposal Form.
3. Reference to Insured in this Proposal Form means:
  - ▼ the entity or entities named in question 1; and
  - ▼ the past and/or present employees, sole practitioners, partners or directors of the entity or entities named in question 1.
4. Reference to "the USA" in this Proposal Form means the USA and its territories and protectorates.

**Section 1 – Details of the insured**

1. Name of all entities to be insured	ABN
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

2. Telephone number (    )	Facsimile number (    )	Email Address
<input type="text"/>	<input type="text"/>	<input type="text"/>
Website address		Date business established
<input type="text"/>		<input type="text"/> / <input type="text"/> / <input type="text"/>

3. Address of Principal Office	State	Postcode
<input type="text"/>	<input type="text"/>	<input type="text"/>

4. Address(es) of other Office(s)	State	Postcode
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

5. (a) Type of medical establishment
<input type="text"/>

(b) Please advise what percentage of the Insured's activities are represented by each of the following types of health care services.

Audiology	%	Obstetrics/Maternity	%
Clinical Trials*	%	Obstetric Sonography	%
Cosmetic Surgery - elective	%	Optometry	%
Cosmetic Surgery - non elective	%	Organ Transplant	%
Dental	%	Other Surgical	%
Drug/Alcohol Dependency	%	Paediatrics	%
Ear/Nose/Throat	%	Pathology	%
Eye Surgery	%	Physiotherapy	%
Gastroenterology	%	Podiatry	%
Gender Reassignment	%	Psychiatric	%
General Medical	%	Radiography/Medical Imaging	%
Geriatric	%	Termination of Pregnancy	%
Gynaecological	%	Other (please specify)	%
IVF/Assisted Conception	%		
<b>Total</b>			<b>100%</b>

\* If cover is required for clinical trials please complete the clinical trial supplementary proposal form available from [vero.com.au](http://vero.com.au)

(c) Does the Insured perform genetic testing services as part of IVF/Assisted Conception services? No  Yes

(d) Are there any intended changes to the professional services described in Q5 b.

No  Yes  If yes, please provide details

6. Has any Insured, or any legal entity for which the insured is/was responsible, ever provided maternity services, pathology, or elective cosmetic surgery in the past?

No  Yes  If yes please advise:

(a) Which service was conducted.

(b) The reason the Insured ceased to conduct the service.

(c) Over what period the service was conducted.

From  to

(d) The annual gross fees/turnover derived from the service the year the service ceased.

\$

7. If patients stay overnight at the Insured's establishment, please state the total number and average daily occupancy for the following:

	Previous Year		Current Year	
	Number	Average daily occupancy	Number	Average daily occupancy
(a) beds	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
(b) bassinets/cribs/cots	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

8. State number of patients annually: Previous Year Current Year

9. If providing obstetric/maternity services, please state the number of deliveries annually:

Single Births	Multiple Births	Stillborn
<input type="text"/>	<input type="text"/>	<input type="text"/>

10. Name of all principals, directors, partners

	Age	Qualifications	Date qualified	How long practising
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>

11. Is previous business cover required for the previous business of any principal, director or partner?

No  Yes  If yes, please advise:

Name of principal, director or partner	Name of previous business	Professional services
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Note: Previous Business cover is not automatically included but an Optional Extension.

12. Please state the number of people in the following categories using the hospital facilities split between employees and others  
e.g. self - employed doctors or other contractors.

Profession/Activity	Employees	Others		Employees	Others
Administrative			Pharmacists		
Audiologists			Physiotherapists		
Dentists			Podiatrists		
Laboratory Technicians			Radiographers, X-Ray Technicians		
Midwives			Registered Medical Practitioners		
Nurses (excluding midwives)			Sonographers		
Nursing Assistants/Personal Care Assistants			Other (please specify)		
Optometrists					
Perfusionists					
			<b>Total</b>		

13. The Medical Malpractice Policy excludes cover to medical practitioners and dentists for their medical malpractice liability.  
Cover for employed medical practitioners and dentists may be available upon request. Tick here if this cover is required.  
(if cover is required, please provide names of Medical Practitioners to be insured, details of their medical specialty & claims history)

14. Are volunteers or students undertaking work experience at the Insured's establishment either suitably qualified to provide the health care services or under the direct supervision of a suitably qualified medical practitioner at all times when providing the health care services? No  Yes

15. Has the Insured's membership or registration with any association or professional body ever been declined, withdrawn, suspended or had conditions imposed?

No  Yes  If yes, please give full details

16. (a) Please state gross fees/turnover (as applicable), payable by clients.

Location	Past 12 months (actual)	Previous 12 months (actual)	Next 12 months (estimate)
(a) Australia	\$	\$	\$
(b) elsewhere (excluding the USA)	\$	\$	\$
(c) in the USA (including work performed outside those areas for persons, companies, firms, or organisations having an address therein)	\$	\$	\$
<b>Total of (a), (b) and (c) above</b>	\$	\$	\$

(b) Of the gross fees/turnover disclosed in 16 (a) above what percentage is earned by non employed medical practitioners?  %

(c) If the Insured is represented in any way outside Australia, please provide details of all overseas locations

Country	Fees/turnover	Number of staff	Number of offices	Number of patients
	\$			
	\$			
	\$			

17. Stamp Duty Declaration – Please provide a percentage breakdown of fees / turnover by location as follows.

NSW	%	VIC	%	QLD	%	SA	%	WA	%
TAS	%	ACT	%	NT	%	Overseas	%	<b>Total</b>	<b>100%</b>

18. Please provide details of the procedures in place for dealing with patient complaints.

Four empty text boxes for providing details of procedures.

19. Please advise how patient medical records are kept and for how long they are retained.

Two empty text boxes for describing record keeping and retention.

20. Does the Insured have procedures in place that comply with all applicable current regulations in respect of the sterilisation of instruments and the safe collection, storage and disposal of all waste including but not limited to sharps, dressings, blood products and other hazardous waste?

No  Yes

21. Does the Insured have any Medical Malpractice or Professional Indemnity Insurance currently in force?

No  Yes  If yes, please state:

Name of insurer

Empty text box for insurer name.

Renewal date

Empty date box with slashes: / /

Limit of indemnity

Empty text box for limit of indemnity.

Retroactive date

Empty date box with slashes: / /

Excess

Empty text box for excess.

**2. General details**

1. Has any insurer, in respect of the risks to which this proposal relates, ever:

(a) declined a proposal, refused renewal or terminated an insurance?

No  Yes

(b) declined an insurance claim by the Insured or reduced its liability to pay an insurance claim in full (other than by application of an Excess)?

No  Yes

If yes to (a) or (b) above, please give details

Empty text box for details.

**3. Claims and circumstances**

1. (a) Has any claim been made against the Insured or any principal, partner or director (either as a principal, partner or director of the Insured or of any previous business), consultant or employee in respect of the risks to which this proposal relates?

No  Yes

(b) Has the Insured or any principal, partner, director, consultant or employee incurred any other loss or expense which might be within the terms of the Medical Malpractice cover?

No  Yes

If yes to (a) or (b) above, please give details

Date of claim or loss	Brief details of each claim or loss	Cost (if any) of claim paid or loss insured	Estimated outstanding loss
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

2. What action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss?

Three empty text boxes for describing preventive actions.



3. Is any principal, director, partner, consultant or employee, **after enquiry**, aware of any circumstances which might:
- (a) give rise to a claim against the Insured or his/her predecessors in business or any of the present or former partners, principals, directors, consultants or employees? No  Yes
- (b) result in the Insured or his/her predecessors in business or any of the present or former partners, directors, consultants, employees or principals incurring any losses or expenses which might be within the terms of the Medical Malpractice cover? No  Yes
4. Has the Insured or any principal, partner, director, consultant or employee incurred any other loss or expense which might be within the terms of the Medical Malpractice cover? No  Yes

If yes to Questions 3 or 4 above, please give details, including maximum potential cost (by separate note if preferred)

**It is agreed that if such facts, circumstances or situations exist, whether or not disclosed, any claim arising from them is excluded from this proposed insurance policy.**

**4. Fidelity**

Please complete this section only if you require Fidelity cover

- (a) Is it a requirement of the insured that all cheques must be signed by at least two different authorised signatories and all payments in excess of \$2,500 must be authorised by at least two persons? No  Yes
- (b) Is any employee authorised to reconcile any bank account through which that employee is also authorised to deposit funds into or withdraw funds from? No  Yes
- (c) Has the insured ever made a claim in respect of a fidelity loss?

No  Yes  If yes, please give details

**5. Insurance**

1. Please state Limit of Indemnity required under this Medical Malpractice insurance:

\$1,000,000  \$2,000,000  \$5,000,000  \$10,000,000  \$20,000,000  Other \$

## Declaration

I/We the undersigned duly authorised person(s) declare that:

- (i) I am/we are authorised by each of the Insured to sign this Proposal Form; and
- (ii) the above statements are correct, true and complete; and
- (iii) no information material to this Proposal Form has been withheld; and
- (iv) I/we have read the important facts which you have put before me/us and I/we understand the advice given in relation to the duty of disclosure; and
- (v) I/we have diligently made all necessary and detailed enquiries in order to comply with the duty of disclosure; and
- (vi) I/we understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and
- (vii) I/we undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- (viii) I/we acknowledge that the insurer relies on the information and representations in this Proposal Form and otherwise made by me/us in relation to this insurance; and
- (ix) except where indicated to the contrary, I/we understand that any statement made in this Proposal Form will be treated by the insurer as a statement made by all persons to be insured; and
- (x) I/we have read Vero Insurance's Privacy Statement on this Proposal Form, and consent to the use, disclosure and obtaining of personal information about the Insured for the purposes shown in the Privacy Statement.

Signed	<input type="text"/>
Name of Partner(s) or Director(s)	<input type="text"/>
On behalf of (insert name of firm)	<input type="text"/>
Date	<input type="text" value="/ /"/>

**We recommend that you keep a record, including copies of letters and this Proposal Form, of all information supplied to us for the purpose of entering into this contract.**

### How to contact Vero Insurance:

#### New South Wales/ACT

GPO Box 115,  
Sydney NSW 2001  
Telephone 02 8121 1109  
Facsimile 02 8121 0700

#### Queensland

GPO Box 1453  
Brisbane QLD 4001  
Telephone 07 3135 2418  
Facsimile 07 3031 2049

#### Victoria/Tasmania

GPO Box 1509  
Melbourne VIC 3001  
Telephone 03 9245 8218  
Facsimile 03 9245 8112

#### South Australia/Northern Territory

GPO Box 1619  
Adelaide SA 5001  
Telephone 08 8205 5207  
Facsimile 03 9245 8112

#### Western Australia

GPO B78  
Perth WA 6838  
Telephone 08 9320 3955  
Facsimile 08 9320 3992