

## 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. Privacy statement**

Vero Insurance is a member of the Suncorp Group.  
The Privacy Act 1988 (Cth) requires us to inform you that:

#### **Purpose of collection**

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- ▼ identifying you when you do business with us;
- ▼ protecting your personal information from unauthorised access;
- ▼ establishing your requirements and providing the appropriate product or service including evaluating your application for insurance and any request for amendment to any insurance provided;
- ▼ setting up, issuing, administering and managing the insurance following acceptance of an application;
- ▼ assessing and investigating, and if covered, managing a claim made in relation to any insurance you have with us or other companies within the Suncorp Group; and
- ▼ understanding your needs and improving our financial products and services, including training and developing our staff and representatives.

#### **Consequences if personal information is not provided**

If we request personal information about you and you do not provide it, we may not be able to provide you with the insurance product you request, manage or pay any claim under an insurance policy or provide you with the full range of services we offer.

#### **Disclosure**

We use and disclose your personal information for the purposes we collected it.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- ▼ other companies within the Suncorp group;
- ▼ where required or authorised under our relationship with our joint venture companies;
- ▼ information technology providers, including hardware and software vendors and consultants such as programmers;
- ▼ customer research organisations;
- ▼ intermediaries including your agent, adviser, a broker, a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;
- ▼ accounting or finance specialists;
- ▼ government, law enforcement or statutory bodies;
- ▼ other insurers, reinsurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financiers or investigative service providers;
- ▼ hospitals, medical and health professionals;
- ▼ legal and other professional advisers;
- ▼ printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material;
- ▼ imaging and document management services.

### **Disclosure overseas**

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- ▼ sending your personal information to companies in the Suncorp group;
- ▼ when you have asked us to do so;
- ▼ when we are authorised or required by law to do so;
- ▼ when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement;
- ▼ certain electronic transactions; or
- ▼ when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

### **Access**

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

### **Marketing**

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from Suncorp. Generally, our companies in the Suncorp group will use and disclose your personal information for Suncorp's marketing purposes.

If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact us and tell us.

### **Contact**

Please contact us to:

- ▼ change your mind at any time about receiving marketing material;
- ▼ request access to the personal information we hold about you; or
- ▼ obtain more information about our privacy practices by asking for a copy of our Privacy Policy;

Our Privacy Policy can also be found on our website at [vero.com.au](http://vero.com.au)

## **6. 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.

## **7. 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


2. Telephone number Facsimile number Email Address

(    )	(    )	
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Website address Date business established

	/   /
--	-------

3. Address of Principal Office

	State	Postcode
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4. Address(es) of other Office(s)

	State	Postcode
	State	Postcode

5. (a) Type of medical establishment

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

Audiology	%	IVF/Assisted Conception	%
Clinical Trials*	%	Obstetrics/Maternity	%
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	%	Radiography/Medical Imaging/Sonography	%
General Medical	%	Psychiatric	%
Geriatric	%	Termination of Pregnancy	%
Gynaecological	%	Other (please specify)	%
<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) 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

\$

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. Name of all principals, directors, partners

Name of 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"/>

10. 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.

11. 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
Audiologists			Perfusionists		
Clerical Assistants			Pharmacists		
Dentists			Physiotherapists		
Enrolled Nurses (excluding midwives)			Registered medical practitioners		
Laboratory Technicians			Podiatrists		
Midwives			Radiographers, Sonographers, X-Ray Technicians		
Nursing Assistants/Personal Care Assistants			Registered Nurses (excluding midwives)		
Optometrists			Other (please specify)		
			<b>Total</b>		

12. 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.

13. Are volunteers or students undertaking work experience at the Insured's establishment to be included under the Medical Malpractice insurance policy?

No  Yes  If yes please advise:

(a)	Number per year	Details of the health care services provided
Volunteers		
Students		

(b) are volunteers or students 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

14. Is the Insured required to be licenced or accredited in order to practice the professional services for which cover is being requested? No  Yes

If yes, has the licence or accreditation been in force at all relevant times? No  Yes

If no, please provide details

15. Is the Insured a member of any association or professional body or registered with any self - regulating organisation?

No  Yes  If yes, please provide:

(a) name of association, professional body or self-regulating organisation.

(b) Has the Insured's membership or registration with such organisation ever been declined, withdrawn, suspended, declined or had conditions imposed?

No  Yes  If yes, please give full details

16. Is the Insured represented in any way outside Australia?

No  Yes  If yes, please state country, fees/turnover, number of staff and number of offices

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

17. Is the Insured represented in any way in the USA?

No  Yes  If yes, please provide details

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

Location	Previous 12 months	Last 12 months	Next 12 months
(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>	\$	\$	\$

19. 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>

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

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

22. 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

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

No  Yes  If yes, please state:

Name of insurer

Renewal date

/ /

Limit of indemnity

Retroactive date

/ /

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) required an increased premium or imposed special conditions? No  Yes
- (c) 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, please give 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, 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?

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
- (c) 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

No  Yes  If yes 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

Name of Partner(s) or Director(s)

On behalf of (insert name of firm)

Date

**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 1935  
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 08 8205 5199

##### Western Australia

GPO B78  
Perth WA 6838  
Telephone 9320 3955  
Facsimile 9320 3992

##### APUA

GPO Box 115  
Sydney NSW 2001  
Telephone 02 8121 0835  
Facsimile 07 3031 2625