

PROFESSIONAL INDEMNITY & LIABILITY INSURANCE POLICY

for individual practitioners



APPLICATION

INDIVIDUAL PROFESSIONAL INDEMNITY AND LIABILITY INSURANCE

IMPORTANT INFORMATION

Important Facts Relating To This Proposal Form - You should read the following advice before proceeding to complete this proposal form.

Medisure Indemnity Australia Pty Ltd – ABN 29 116 319 567 AFS 412681 arranges the insurance AAI Limited trading as Vero Insurance ABN 48 005 297 807 issues the insurance.

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

- a) that diminishes the risk to be undertaken by the insurer;
- b) that is of common knowledge;
- c) that your insurer knows or, in the ordinary course of his business, ought to know;
- d) 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.

Claims Made and Notified Basis of Coverage

The Professional Indemnity and Liability 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 the 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. 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. 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 of recovery against another.

Privacy Statement

VERO 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:
 - o information technology providers,
 - o administration or business management services, consultancy firms, auditors and business management consultants,
 - o marketing agencies and other marketing service providers,
 - o claims management service providers
 - o print/mail/digital service providers, and
 - o 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, 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.

: 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

Disclosure

When necessary and in connection with the purposes listed above, we may disclose your personal information to, and/or receive some personal information from: a) other companies within the Suncorp group; b) intermediaries including your agent, adviser, a broker, a representative acting on your behalf, other Australian Financial Services Licensees or our authorised representatives and our agents; c) government bodies, law enforcement or statutory bodies, other insurance companies, reinsurers, financial institutions, insurance and claims reference providers, credit agencies, loss assessors, financiers or investigative service providers; d) mailing houses, customer research organisations; e) legal and other professional advisers; and e) other service providers, hospitals, medical and health professionals.

Marketing purposes

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. We may also use your personal information for the purpose of marketing other products and services of third parties we think may be of interest to you. 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. Please contact us on the details provided on the last page of this Proposal Form.

Disclosure of personal information overseas

Our business is trans-Tasman and therefore we will have instances where for the purposes detailed above we may send your personal information to other companies in Suncorp who are in either in Australia or New Zealand. There are also other instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include

- a) when you have asked us to do so;
- b) when we are authorised or required by law to do so;
- c) when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement;
- d) certain electronic transactions; or
- e) it is necessary in order to facilitate a transaction on your behalf.

Consequences if information is not provided

If you do not provide us with the information we need we will be unable to administer your policy or manage any claim under your policy.

Access

You can request access to the personal information we hold about you by contacting a Vero office at one of the addresses shown on the last page of this Proposal Form. In some circumstances we are able to deny your request to your personal information, such as when it is unlawful to give it to you. If we deny your request for access, we will tell you why.

Privacy Statement Issued

AAI Limited trading as Vero Insurance ABN 48 005 297 807 – registered office Level 18, 36 Wickham Terrace, Brisbane, Queensland 4000.

Broker acting as agent of Insurer

In effecting this contract of insurance Primary Healthcare Insurance will be acting under an authority given to it by the Insurer and the broker will be effecting the contract as agent of the Insurer and not the Insured.

General Insurance Code of Practice

AAI Limited trading as Vero Insurance ABN 48 005 297 807 (Vero) 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 for more information about the Code, if required.

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.

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.

DETAILS ABOUT YOU:

Your name:

Your Address:

Postal Address: As above OR

Ph:

Fax:

Mobile:

Your email:

YOUR INSURANCE REQUIREMENTS:

Please select a category from the below tables that best describes your activities and your required indemnity level?

Note: You may nominate more than one category, and allocate a % for each, providing you have the appropriate qualifications and registration to perform the activity.

ACTIVITY	%	ACTIVITY	%
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ALLIED HEALTH PRACTITIONERS

<input type="checkbox"/> Aboriginal Health Worker		<input type="checkbox"/> Nutritionist	
<input type="checkbox"/> Acupuncturist		<input type="checkbox"/> Occupational Therapist	
<input type="checkbox"/> Aged Care Worker		<input type="checkbox"/> Optometrist	
<input type="checkbox"/> Audiologist		<input type="checkbox"/> Orthotist	
<input type="checkbox"/> Counseling and Social Work		<input type="checkbox"/> Osteopath (Excludes Chiropractic services)	
<input type="checkbox"/> Dietician		<input type="checkbox"/> Physiotherapist	
<input type="checkbox"/> Exercise Physiologist		<input type="checkbox"/> Podiatrist	
<input type="checkbox"/> Homeopath		<input type="checkbox"/> Psychologist	
<input type="checkbox"/> Massage Therapist		<input type="checkbox"/> Rehabilitation Consultant / Counselor	
<input type="checkbox"/> Natural Therapist		<input type="checkbox"/> Speech Pathologist	
<input type="checkbox"/> Naturopath		<input type="checkbox"/> Other:	

ACTIVITY	%	ACTIVITY	%
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NURSING (Non Hospital Environments)

<input type="checkbox"/> Enrolled Nurse		<input type="checkbox"/> Registered Nurse	
<input type="checkbox"/> Mental Health Nurse		<input type="checkbox"/> Rural Nurse (RAN)	
<input type="checkbox"/> Nurse Practitioner		<input type="checkbox"/> Primary Healthcare Nurse (RN or EN)	
<input type="checkbox"/> Practice Nurse		<input type="checkbox"/> Cosmetic Nurse	

ACTIVITY	%	ACTIVITY	%
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HEALTHCARE PRACTICE / PROGRAM MANAGEMENT AND TRAINING ACTIVITIES

<input type="checkbox"/> Healthcare Practice Manager		<input type="checkbox"/> First Aid Trainer	
<input type="checkbox"/> Healthcare Program Manager			

ACTIVITY	%	ACTIVITY	%
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PARAMEDICINE

<input type="checkbox"/> Paramedic			
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Please select your required indemnity level from the below choices. Note: Both Professional Indemnity and Liability are offered on a claims made basis.

<input type="checkbox"/> \$1 Million Professional Indemnity + \$10 Million Liability	<input type="checkbox"/> \$2 Million Professional Indemnity + \$10 Million Liability	<input type="checkbox"/> \$5 Million Professional Indemnity + \$10 Million Liability	<input type="checkbox"/> \$10 Million Professional Indemnity + \$10 Million Liability	<input type="checkbox"/> \$20 Million Professional Indemnity + \$10 Million Liability
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ACTIVITY	%	ACTIVITY	%
MIDWIFE/MIDWIFERY			
<input type="checkbox"/> Midwife (policy excludes Birthing)		<input type="checkbox"/> Midwife – Education Activities only	
Please select your required indemnity level from the below choices.			
<input type="checkbox"/> \$1 Million Professional Indemnity	<input type="checkbox"/> \$2 Million Professional Indemnity	<input type="checkbox"/> \$5 Million Professional Indemnity	

YOUR ACTIVITIES:		
a) Do you possess the necessary qualifications and hold the appropriate registrations / certification (where required) to perform the services selected in this proposal?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
b) Does your chosen category / categories accurately reflect your activities and services?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
c) Do you perform additional activities or services outside of your chosen category / categories?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Note: If you have answered Yes to the above question (c) please give details below of the additional activities you perform:		

YOUR HISTORY		
Have you, in respect of the risks to which this proposal relates, ever:		
a) had an application for insurance declined, been refused renewal or had an insurance policy terminated?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
b) required an increased premium or imposed special conditions?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
c) been declined an insurance claim by you or reduced its liability to pay an insurance claim in full (other than by application of an Excess)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Note: If you have answered Yes to any of the above questions (a, b or c) , please give details below:		

Has any claim been made against you in respect of the risks to which this proposal relates?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Note: If you have answered Yes to any of the above question, please give details below:		

Have you incurred any other loss or expense which might be within the terms of this cover?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Note: If you have answered Yes to any of the above question, please give details below:		

Are you aware of any circumstances which might:	
a) give rise to a claim against you or your predecessors in business or any of the present or former partners, principals, directors, consultants or employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) result in you or your 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 this cover?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) otherwise affect the Insurer's consideration of this Insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Note: If you have answered Yes to any of the above question, please give details below:	

Please provide the approximate percentage of your activities (based on fee income) applicable to each State or Territory?							
NSW	VIC	QLD	SA	WA	TAS	NT	ACT
%	%	%	%	%	%	%	%

DECLARATION	
<p>I, the undersigned duly authorised person(s) declare that:</p> <ul style="list-style-type: none"> i. I am the Proposer named on 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 have read the important facts which you have put before me and I understand the advice given in relation to the duty of disclosure; and v. I have diligently made all necessary and detailed enquiries in order to comply with the duty of disclosure; and vi. I understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and vii. I undertake to inform the Insurer of any material alteration to these facts occurring before completion of the contract of insurance; and viii. I acknowledge that the Insurer relies on the information and representations in this Proposal Form and otherwise made by me in relation to this insurance. 	
<p>Name:</p>	
<p>Signature:</p>	<p>Date:</p>

Once you're done, return your completed form to your insurance broker.