



# Proposal Medical Liability Insurance

## NOTICE TO THE APPLICANT FOR INSURANCE

### 1. YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with the insurers, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurers every matter which you know, or could reasonably be expected to know, is relevant to the insurers' decision whether to accept the insurance risk and, if so, on what terms. You have the same duty to disclose those matters to the insurers before you renew, extend, vary or reinstate a contract of insurance.

Your duty however does not require disclosure of a matter:

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

### NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the insurers 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, the insurers may also have the option of avoiding the contract from its beginning.

COMMENT: The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (e.g. claims, whether founded or unfounded), or to the magnitude of the risk, is of the utmost importance with this type of insurance. It is better to err on the side of caution by disclosing anything that might conceivably influence the insurers' consideration of your proposal.

### 2. CLAIMS MADE POLICY

This proposal is for a "claims made and notified" policy of insurance. This means that the policy indemnifies you for claims made against an insured and notified to the insurers during the period of insurance. The policy does not provide indemnity in relation to:

- claims arising from acts errors or omissions committed prior to the retroactive date of the policy (if such a date is specified);
- claims made, threatened or intimated prior to the commencement of the period of insurance;
- claims made after expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;

- claims arising from facts or circumstances notified (or which ought reasonably to have been notified) under any previous insurance policy;
- claims arising from facts or circumstances noted on the proposal form for the current period of insurance or on any previous proposal form;
- claims arising from facts or circumstances of which you first became aware prior to the commencement of the period of insurance, and which you knew or ought reasonably to have known might give rise to a claim under this policy.

COMMENT: The policy will respond to claims pursuant to Section 40 (3) of the Insurance Contracts Act 1984 which states:

"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".

This section 2 "Claims Made Policy" is not applicable to the Public and Products Liability Insurance Policy (Loss Occurring) when issued.

### 3. AVERAGE PROVISION

The policy provides that if a payment in excess of the limit of liability available under the policy is made to dispose of a claim, the insurers' liability for defence costs incurred with its consent shall be such proportion of the total defence costs as the limit of liability available under the policy bears to the amount paid to dispose of the claim.

### 4. RIGHTS OF RECOVERY

The policy does not cover liability, loss or damage in respect of which you have at any time foregone, excluded or limited a right of recovery.

### 6. ROLE OF MACQUARIE UNDERWRITING PTY LTD

In arranging this insurance, Macquarie Underwriting Pty Ltd is acting in accordance with an arrangement it has with a Lloyd's authorised Coverholder, and is not acting as Your agent. The insurer is certain underwriters at Lloyd's.

**Important note:**

- Please answer all questions fully. If there is insufficient space in the form, please supply the details in a separate signed and dated attachment on Your letterhead.
- Where applicable, tick the appropriate box (  ).

**YOUR DETAILS**

1. Provide the full name of **ALL** entities to be insured (it is essential to specify the names of all entities including service, administrative or nominee companies and subsidiaries that You wish to be covered by the policy for which You are applying.)

Name	ABN/ACN

2. What is the address of the head office or principal office?

Address					
Suburb		State		Postcode	

3. Provide the date on which the business was established.

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4. State the Medical Business for which you are applying for cover under this proposal form.

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5. Please supply the following details:

Names of Partners/Principals/Directors	Qualifications	Period Practising as Partner/ Principal/ Directors Of	
		This Practice	Previous Practices

**DETAILS OF YOUR BUSINESS**

6. (a) Are you licensed to carry out your activities? Yes  No   
 (b) Have you certification to carry out your activities? If yes, to what Standard Yes  No

*If You have answered please supply the details.*


7. (a) Has the name of the business ever changed? Yes  No   
 (b) Has any other business or practice amalgamated or merged with You? Yes  No   
 (c) Have You purchased any other business or practice? Yes  No   
 (d) Do you propose any changes in the next 12 months? Yes  No

*If You have answered Yes to questions 7 (a), (b), (c) or (d) please supply the details.*


8. Is any partner, principal or director connected or associated (financially or otherwise) with any other business or practice? Yes  No

*If Yes, please supply the details.*


**FINANCIAL DETAILS**

9. (a) Please state the date of Your financial year-end.

Date: _____ Month: _____
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- (b) Please supply details of gross income or fees in Australian dollars (A\$) for the following:

Country	Fee Income
(i) Estimate for current year	A\$
(ii) Last Year	A\$
(iii) Year previous to (ii)	A\$

*Please provide a copy of your latest audited financial accounts.*

10. Please state the approximate percentage of Your activities (based on income) applicable to each State, Territory and Overseas.

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	O/S	Total
%	%	%	%	%	%	%	%	%	100%

11. In the last ten (10) years, have any claims for negligence or breach of professional duty been made against Your business or practice or any of its predecessors in business or any prior business or practice of any of its present or former partners, principals or directors (**whether or not You consider there is or was a liability**), or has any fact or circumstance been notified to insurers that has the potential to give rise to such a claim? Yes  No

*If Yes, please provide the following details in respect of each claim, fact or circumstance.*

Date Matter Notified	Name of Insurer (if any)	Name of Claimant or Potential Claimant	Brief Description of Matter	Amount Paid if Finalized or Estimated Potential Liability if not (A\$)	Is Matter Finalised or Still Outstanding ?

12. Are any of the partners, principals or directors, **AFTER ENQUIRY**, aware of any fact or circumstance which has the potential to give rise to a claim against Your business or practice or any prior business or practice of any of their present or former partners, principals or directors (**whether or not You consider there is a liability**), which fact or circumstance is not referred to in question 11 above? Yes  No

*If Yes, please provide the following details in respect of each claim, fact or circumstance.*

Name of Claimant or Potential Claimant	Brief Description of Matter	Estimate of Potential Liability (A\$)

13. Are any of the partners, principals or directors, **AFTER ENQUIRY**, aware of any inquiry (including any coronial inquiry or any inquiry under the disciplinary rules of a professional association of which they are a member) or other similar process relating to or connected with the affairs of Your business which you may be required to attend? Yes  No

*If Yes, please provide the following details in respect of each inquiry or similar process.*


14. (a) Have all of the above in questions 11, 12, & 13 been **notified** to your previous Insurers? Yes  No
- (b) Have all of the above, in questions 11, 12, & 13 been **accepted** by your previous Insurers? Yes  No

15. Are there any matters, included in answer to questions 11,12, & 13 which involve any of the Following?

- (a) Death Yes  No
- (b) brain damage or neurological deficit, Yes  No
- (c) paralysis or nerve injury Yes  No
- (d) total or partial loss of limb(s), or loss of the use of limb(s) Yes  No
- (e) impairment or loss of sight, hearing, tastes, touch or smell Yes  No
- (f) failure to diagnose resulting in radiation therapy, chemotherapy or other continuous treatment  
Yes  No
- No
- (g) Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency related Complex (ARC), or related virus, complex or syndrome Yes  No

*If Yes, please provide details.*


16. Has any partner, principal, director or staff member ever been subject to disciplinary proceedings for professional misconduct? Yes  No

*If Yes, please supply the details.*


17. Please list the professional bodies or associations to which **You** currently belong.


18. Has your membership ever been suspended, withdrawn, or had any limitations placed on it? Yes  No

*If Yes, please provide details:*


19. (a) Does Your business or practice currently carry or has it carried Medical Liability insurance? Yes  No
- (b) For how many years have You held continuous Medical Liability Insurance?
- (c) Please provide the following details:
- Current Insurer
- Expiry Date
- Limit of Liability  Any one claim (Inclusive / In Addition)
- In the aggregate (Inclusive / Exclusive)
- Deductible
- Premium
- (d) Has Your business or practice or any partner, principal or director ever been declined this type of insurance, or had similar insurance cancelled, or had an application for renewal declined, or had special terms or restrictions imposed? Yes  No
- (e) Please include a copy of your current insurers claims History for at least the past five years.

**GENERAL LIABILITY SECTION**

20. Please advise:
- (a) The number of buildings about the premises
- (b) Are all building maintained & in good repair? Yes  No
- (c) Are all lifts, hoists, escalators & the like regularly serviced under contract? Yes  No

21. Please advise what premises functions or activities you sub-contract.


22. Do you ensure these sub contractors carry their own:
- (a) public liability insurance Yes  No
- (b) workers compensation insurance Yes  No
- (c) do you require copies of certificates of currency or other written proof of their existence? Yes  No

23. (a) Do the premises comply with current fire protection / prevention requirements? Yes  No
- (b) Are staff instructed & kept regularly informed of fire & emergency procedures? Yes  No
- (c) Do the premises have an emergency electrical system? Yes  No
24. Do you provide facilities for the safe collection of, storage and disposal, in accordance with current legislation of:
- (a) Sharps Yes  No
- (b) Dressings, clinical / surgical waste Yes  No
- (c) All blood / blood products Yes  No
- (d) All other waste Yes  No

If the answer to any of questions 20, 22,23 or 24 is **no** please provide further details.


**RISK MANAGEMENT INFORMATION**

25. Do you employ a full time Risk Manager? Yes  No

26. (a) Do you have a documented Risk Management Program? Yes  No

If **Yes**, what date was the program implemented?

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(b) Does the program include an independent accreditation process? Yes  No

If **Yes**, please advise

(i) Who performs the audits?

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(ii) What date was the last audit?

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27. Were there any adverse findings from this audit? Yes  No

If **Yes** please: (i) Provide details of them.  
(ii) What remedial action has been taken?

Details	Action

28. Do you have in place a documented process for approving, accrediting and establishing the bona fides of any medical practitioner that provides services at or from your premises? Yes  No

## REQUIRED INSURANCE COVER

29.

(a) Medical Liability

(i) Limit of liability required – any one claim and in the aggregate

A\$

(ii) Deductible required

A\$

(b) General Liability

(i) Limit of liability required

A\$

## MACQUARIE PRIVACY STATEMENT AND AUTHORITY

### About your information

At Macquarie we collect, use and store personal information that is necessary to provide and manage the products or services we offer, develop and identify products and services that may interest you and to conduct market or customer satisfaction research.

We disclose personal information to third parties when necessary to assist us and them in providing and managing the relevant services and products. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it. You authorise Macquarie and the insurers, that act as our principals, to collect, use, store and disclose your personal information for these purposes.

You also give express authority for Macquarie and the insurers that act as our principals, to, wherever applicable:

- obtain details of any insurance held by you now or in the past, or any claims experience under that insurance, whether with Macquarie or another organisation, which may be relevant to the acceptance of your application or proposal, or to the resolution of a claim; and
- collect, use, store and disclose your personal information that amounts to sensitive information under the Act, as required to provide and manage the relevant product or service.

### Personal information about others

If we give you personal information, you and your representatives must only use it for the purposes to which we agree. Where relevant, you must meet the requirements of the Privacy Act 1988 when collecting, using, disclosing and handling personal information on our behalf. You must also ensure that your agents, employees and contractors meet the above requirements.

When you give us personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us and the types of third parties we may provide it to, the relevant purposes we, the insurers and the third parties will use it for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

If you provide us with personal information or make an application for insurance to us, we will consider you have accepted the terms and conditions of this Privacy Statement unless you tell us in writing otherwise. You can also withdraw your consent at any time by advising us in writing.

If you do not agree to the above we may not be able to provide you with our services or products. If you wish to request access or correction to the information we hold about you, opt out of receiving materials we send, or request a copy of our privacy policy, then contact the Privacy Manager, Macquarie Underwriting Pty Ltd, Level 5, 66 Hunter Street, Sydney 2000. Further information about Macquarie's privacy policy is available on request. If you are not satisfied with any response from our Privacy Officer then you are advised that complaints can be made to the Office of the Federal Privacy Commission.



**DECLARATION**

I declare as follows:

- (1) I am authorised by the persons or entities applying for this insurance, to make this declaration.
- (2) I have read and understood the “Notice to the applicant for insurance” and the “Macquarie Privacy Statement” in this proposal.
- (3) I have read this proposal and the accompanying documents and acknowledge the contents to be true and complete.
- (4) I understand that, up to the date of the commencement of the period of insurance, the Insured is under a continuing obligation to immediately inform Macquarie and the insurers of any material change in the information provided in this proposal and in accompanying documents.

Although the signing of this proposal does not bind the applicants to effect insurance, I acknowledge that the particulars and statements contained in this proposal and in the accompanying documents shall be the basis of the contract if a policy is issued. I also acknowledge that the proposal and the accompanying documents will be incorporated in the contract of insurance.

Name of Business or Practice:

Signature (Partner, Principal or Director):

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Name of Signatory (Please Print):

Position/Title (Please Print):

Date:

Comments