

# Professional Indemnity (Medical Malpractice) Proposal



It is important that all questions are answered fully. Where there is insufficient space, please attach additional information to this proposal. This policy will solely cover the policy holder.

All material facts must be disclosed – whether subject to a specific question contained herein or not. You have a continuing duty to disclose all material facts to your insurer throughout the duration of any period of insurance. Failure to disclose a material fact may prejudice your rights under the policy in the event of a claim and/or render the policy void.

A material fact is any fact, matter or other information which may alter or influence an insurer's assessment or acceptance of this application. If you are in any doubt as to whether a fact is material then it should be disclosed to the insurer.

## Applicant Details

Name of Applicant	Practice Name (if different)
Postal Address	
Phone No.	Email
Inception Date of continuous Professional Indemnity Insurance cover or Today's Date (retroactive date)	

## Medical Malpractice Cover (this package automatically includes \$2,000,000 Public Liability cover).

Limit of Liability	<input type="radio"/> \$250,000 any one claim; \$500,000 maximum per year	<input type="radio"/> \$500,000 any one claim; \$1,000,000 maximum per year
	<input type="radio"/> \$1,000,000 any one claim; \$2,000,000 maximum per year	<input type="radio"/> \$2,000,000 any one claim; \$4,000,000 maximum per year

Are you Registered?  Yes  No

Please provide full details of your occupation, business activities and provide a percentage (%) breakdown of each activity.


Annual Turnover related to this activity (current year)

Estimated Annual Turnover related to this activity (next year)

## Statutory Liability and Employers Liability cover (additional premium applies)

Statutory Liability	\$500,000 Limit of Liability	<input type="radio"/> Yes	<input type="radio"/> No
Employers Liability	\$500,000 Limit of Liability	<input type="radio"/> Yes	<input type="radio"/> No

Please provide the following details in respect of all current staff.

Name	Professional Qualifications	Year Qualified

**Statutory Liability:** Provides cover for any breach or alleged breach of Strict Acts of Parliament including costs of investigation, any fines or penalties awarded, and legal defence costs for any claims occurring and reported during policy period (Note: for breaches under the Health & Safety in Employment Act - defence costs and reparation on costs only).

**Employers Liability:** Provides cover for civil claims brought by employees against the employer for grievances outside the Accident Compensation and Rehabilitation Insurance Act or Accident Insurance Act for any claims occurring and reported during the policy period.

## Claims History

Have you or any other person who is to be covered under this insurance ever had any insurance **declined or cancelled, refused, special conditions imposed, excess imposed or claim rejected?**

Yes

No

If Yes, please provide details below

Have you or any other person who is to be covered under this insurance ever been the subject of disciplinary proceedings for **professional misconduct, including Health and Disability Commission investigations?**

Yes

No

If Yes, please provide details below

Are you or any other person who is to be covered under this insurance, after enquiry, aware of any claims or circumstances which might result in claims against you or any other person who is to be covered under this insurance?

Yes

No

If Yes, please provide details below

## Declaration

### On behalf of all proposed insured's, I/We declare and agree that

- a) All information provided, in this proposal or attachments, is true and complete in every respect and that no Material Facts remain undisclosed;
- b) If this risk is accepted, such information will be incorporated into and form the basis of the contract of insurance;
- c) I/We understand that SPUA requires this information in order to evaluate this proposal and that Privacy Act 1993 entitles me/us to have access to, and request the correction of, any information retained;
- d) SPUA is authorised to disclose information to its advisers, reinsurers, other insurers and parties with a financial interest in the subject matter of this proposal;
- e) SPUA is authorised to check details against the Insurance Claims Register and to place information on the Insurance Claims Register which other insurers can access on behalf of Certain Underwriters at Lloyd's;
- f) SPUA is authorised to obtain from other parties any information which may be relevant to the acceptance of this risk;
- g) The signing of this proposal does not bind either party to complete the contract and that no cover will be in force until confirmed by SPUA.

### Signed

Insured(s) Signature

Date