

Proposal for Practice Indemnity Policy

This is a proposal for a Practice Indemnity Policy underwritten by MDA National Insurance Pty Ltd (MDA National Insurance) ABN 56 058 271 417, AFS Licence No. 238073.

In completing this proposal, 'we', 'our' and 'us' means MDA National Insurance. 'You' and 'your' means the proposed insured.

It is important that all information contained in this proposal is accurate and complete as this document will form the basis of the insurance contract between you and us. Where there is not sufficient room, please provide your answer on a separate attachment. 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 have any doubt as to whether any information is material, it should be disclosed.

1. Commencement Date			
Preferred Policy Commencement Date (must be specified for quotation to be issued)			/ /
2. Practice Details			
Legal Name of Practice Entity (if partnership, include name of all partners)			
Any Other Trading Name			ABN <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"/>
Entity Type <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Other Incorporated Body			
Does the entity act as a Trustee?			<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, please advise name of Trust			
Is the practice accredited by a registered accreditation body? (e.g. AGPAL)			<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, accredited by:			
Main Practice Address			Post Code
Postal Address			Post Code
Telephone ()	Fax ()	Email	
Website		No. of Medical Practitioners	
Contact		Title	Surname
Given Name		Position	
Telephone ()	Email		
Other Locations			
If the practice provides healthcare services in more than one location, please provide address details for all locations below. Please state the number of medical practitioners at each address.			
1.		No. of Medical Practitioners	<input type="text"/> <input type="text"/>
2.		No. of Medical Practitioners	<input type="text"/> <input type="text"/>
3.		No. of Medical Practitioners	<input type="text"/> <input type="text"/>
Office Use Only	Received	Underwriting	Payment



Important Notice

Please read the following information carefully before you complete this form.

Your 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 us every matter that you know, or could reasonably be expected to know, that is relevant to our decision whether to accept the risk of insurance and, if so, on what terms. The duty extends up until the time that we issue a policy to you.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of something:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business ought to know; or
- when compliance with the duty of disclosure is waived by us.

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract of insurance with respect to a claim or may cancel the contract of insurance.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract of insurance from its beginning.

Claims made cover

The Practice Indemnity Policy is a claims made contract of insurance. This means that the policy responds to valid claims notified to us in writing during the period of insurance.

Claim means:

- (a) a demand for, or an assertion of a right to, compensation, damages or injunctive relief from you or an employee; or
- (b) an intimation of an intention to seek compensation, damages or injunctive relief from you or an employee.

The claims made policy does not cover matters you were aware of prior to the commencement of the period of insurance, whether you told us about them on your proposal or not. Such matters may be:

- claims that have already been made against you or your employees;
- circumstances you are aware of that could give rise to a claim, investigation or inquiry; and
- investigations or inquiries whether commenced or not.

This does not mean that valid claims notified under an existing policy will not continue to be covered under that policy.

Before submitting this proposal you should familiarise yourself with our standard form of policy for this type of cover. The policy wording is contained in the Product Disclosure Statement.

Rights under section 40(3) of the Insurance Contracts Act

If you have a policy with us and you notify us in writing of circumstances which may give rise to a claim during your period of cover, the fact that you do not give us written notice of a claim relating to those circumstances before your policy has expired will not, of itself, relieve us of liability in relation to the notified claim. However, you must notify us of the claim as soon as you become aware of it.

Subrogation

We have the right under the policy to take over all of your and your employees' rights of recovery in respect of a claim and to pursue actions against third parties in your and your employees' name even if a claim has not actually been paid.

If you or your employees surrender any right or settle any claim for contribution, indemnity or recovery without our prior written consent then we may be entitled to reduce our liability under the contract of insurance.

You must notify us

You must tell us of any significant expansion of your practice (whether by acquisition of another business or otherwise), any material change in the nature of the practice or the professional services provided by the practice or your employees as well as any other change which alters or is likely to alter your risk.

You must also notify us in writing as soon as practicable after you become aware of:

- any claim, investigation or inquiry; and
- any circumstance that might lead to a claim or to an investigation or inquiry involving you or an employee.

Office Use Only

4. Practice Profile

4.1 Please provide a description of healthcare services provided by the practice.

4.2 Does your practice provide obstetric services other than through a shared care arrangement?

If YES, please indicate who provides these services in the table below.

YES NO

Shared care is defined as the joint management of a pregnancy with a specialist Obstetrician, GP Obstetrician or hospital where:

- an intent for a shared care arrangement is made at the initial consultation;
- evidence exists of both a consultation with a specialist or GP Obstetrician and of continuing shared care arrangements; and
- there is no involvement with, or intention to be involved with, the induction or delivery.

	Midwife/Nurse	General Practitioner	GP Obstetrician or Obstetrician
Diagnosis			
Antenatal Care			
Intrapartum Care			
Postpartum Care			

4.3 Does the practice provide cosmetic services to patients?

If YES, please describe the procedures and who provides them in the table to your right.

Cosmetic services are those where the primary purpose is the alteration of the external appearance of a patient for non-pathological reasons.

YES NO

	Cosmetic Procedures	Nurse	Other Allied Health Professional	Medical Practitioner

4.4 Does the practice provide any other clinical services not identified above and not regarded as normal for those specialties listed?

If YES, please provide details.

YES NO

4.5 Annual Turnover \$

Annual Turnover is the total of all billings generated by the practice including the billings (not taxable income) of individuals, whether principle, director, partner, employee, locum or contractor including: Medical Practitioners, Allied Health Professionals and Other Healthcare Providers before any apportionment or deduction of any expenses or tax.

5. Indemnity, Registration and Claims History

You are required to make due enquiry from each person whose name appears in this proposal before answering this question. You must answer YES to this question even if you have previously reported the matter(s) to us.

5.1 Have any of the Medical Practitioners, Allied Health Professionals or Nurses named in this proposal ever:

- a)** with respect to medical or professional indemnity insurance or Membership of a Medical Defence Organisation been refused insurance or Membership or had an application for insurance or Membership declined or had insurance or Membership cancelled? YES NO
- b)** with respect to medical or professional indemnity insurance or Membership of a Medical Defence Organisation been advised that special terms or conditions will be applied to their current or future insurance or Membership? YES NO
- c)** had restrictions or conditions placed on their registration, either currently or in the past? YES NO
- d)** been refused registration, been deregistered or suspended from practice whether voluntary or otherwise? YES NO
- e)** been subject to an inquiry, investigation or disciplinary proceeding relating to their practice as a Medical Practitioner, Allied Health Professional or Nurse? YES NO
- f)** had any complaints of a professional nature made or threatened against them by anyone, whether investigated or not? YES NO
- g)** had any claim made or threatened against them or a previous employer which arose from their professional practice or conduct, whether or not the matter is finalised? YES NO

5.2 Are any of the Medical Practitioners, Allied Health Professionals, Nurses or other employees of the practice aware of any circumstances past or present, which may be likely to give rise to a claim against them or the practice?

YES NO

5.3 With respect to professional indemnity insurance has the practice ever:

- a)** had a claim for medical negligence made or threatened against it either in the past or present? YES NO
- b)** been refused insurance or had an application for insurance declined? YES NO
- c)** had a policy of insurance cancelled? YES NO
- d)** not been offered renewal of a policy? YES NO
- e)** had special terms imposed on a policy of insurance? YES NO

If you have answered **YES** to any question on this page, please provide a detailed description of each matter on a separate attachment. For questions relating to claims, circumstances, inquiries or investigations please include in this description:

- a brief summary of the matter and the relevant dates and details but do not identify patients in any way;
- who was involved in the matter and to what extent;
- details of any legal or indemnity payments made; and
- the outcome if known (if unknown, please state the last known status).

PLEASE DO NOT SEND ANY ORIGINAL DOCUMENTS WITH THIS PROPOSAL

6. Declaration – must be signed

I declare that:

1. I am authorised by the applicant to sign this proposal.
2. The applicant has read and understood the Important Notice on Page 2.
3. The applicant has read and understood the contents of this proposal and acknowledges that the information included in, or attached to, this proposal is accurate and complete.
4. The applicant understands that their duty of disclosure exists until the contract of insurance is entered into and that they have a continuing obligation to inform MDA National Insurance of any material alteration of the risk during the period of insurance including any significant expansion of the practice (whether by acquisition of another business or otherwise), any material change to the nature of the practice and the healthcare services provided by the practice or their employees as well as any other change which alters or is likely to alter the risk.
5. The applicant acknowledges that the policy (if issued) will not provide indemnity with respect to:
 - a) claims that have been made against the applicant or anyone covered by this policy prior to the commencement of the policy;
 - b) any matter reported on or with this proposal; and
 - c) circumstances that the applicant or any person named in this policy is aware of prior to the date of this proposal which will likely give rise to a claim.

Authorisation & Consent

6. The applicant authorises and requests its former insurance company or indemnity provider to release all information requested by MDA National Insurance regarding all requests for indemnity or assistance including details of claims, complaints, investigations or inquiries, whether or not there has been a final resolution, and the applicant consents to the disclosure of such information to MDA National Insurance and any of its reinsurers or advisers, as appropriate.
7. The applicant consents to MDA National Insurance and any companies, firms or individuals who assist them in providing services including reinsurers, medical specialists, solicitors and barristers, holding and using the information the applicant provides, in accordance with the MDA National Group Privacy Policy.

PLEASE SIGN AND DATE HERE

Signed

Date / /

Name

Position

7. GST Declaration

ABN

WARNING: To avoid having to pay GST on settlement of insurance claims covered by this insurance which you have applied for, you MUST notify us of your entitlement to input tax credits for the GST included in the premium. You may do this by ticking the appropriate box and signing the declaration below. We will send you a tax invoice with the amount of GST paid in relation to the relevant premium(s) with your policy.

Please contact your accountant/financial advisor if you are unsure about your entitlement to an Input Tax Credit.

I declare that the applicant is entitled to a FULL Input Tax Credit for the amount of GST included in the premium for the Practice Indemnity Policy issued by MDA National Insurance Pty Ltd in response to this application.

I declare that the applicant is entitled to a PARTIAL Input Tax Credit of % of the amount of GST included in the premium for the Practice Indemnity Policy issued by MDA National Insurance Pty Ltd in response to this application.

PLEASE SIGN AND DATE HERE

Signed

Date / /

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Privacy: The MDA National Group collects personal information to provide and market our services or to meet legal obligations. We may share personal information with other organisations that assist us in doing this. You may access personal information we hold about you, subject to the Federal Privacy Act. If you wish to change your contact details or be removed from our mailing lists, please contact us at 1800 011 255. For more information or to see our Privacy Policy contact us on 1800 011 255.