

Application and Proposal

- Application for Membership of MDA National
- Proposal for Professional Indemnity Insurance

This form includes an application for Membership of The Medical Defence Association of Western Australia (Incorporated) trading as MDA National ARBN 055 801 771 and a proposal for a Professional Indemnity Insurance Policy underwritten by MDA National Insurance Pty Ltd (MDA National Insurance) ABN 56 058 271 417, AFS Licence No. 238073. Information provided in this form may be used for both purposes.

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. **Please read the important notice on page 4 before completing this form.**

1. Personal Details

Previous Membership Number (if applicable)		<input type="checkbox"/> Male	<input type="checkbox"/> Female
Surname			
First Name	Middle Name(s)	Date of Birth / /	
Mailing Address			
		State	Postcode
Telephone ()	Mobile	Fax ()	
Email			

2. Details of Internship

2.1 On what date did you or will you commence your internship? _____ / _____ / _____

2.2 Please provide the name of the hospital and/or Area Health Service where you will be undertaking your internship.

2.3 Are you working in Australia on a visa? YES NO

If **YES**:

a) Please indicate which visa applies. 422 457 442

b) Please provide a copy of your visa.

c) Please state your intended departure date, if known. _____ / _____ / _____

If date is unknown at the time of completing this application please forward the details as soon as possible. This will enable us to assess your eligibility for the Federal Government Run Off Cover Scheme (ROCS).

3. Qualifications

3.1 Please detail below all qualifications, degrees and post graduate diplomas.

Qualification	Institution/University	Country	Year Completed
MBBS			

4. Indemnity History

- 4.1** Do you know of any claims or complaints against you, or circumstances which may give rise to a claim or complaint against you, arising from your conduct as a medical student in the past or present? YES NO
- 4.2** Have you ever been subject to any disciplinary inquiry or proceeding instigated by your university, hospital or supervisor, or had any complaints made or threatened against you? YES NO
- 4.3** Do you currently have, or have you ever had, conditions, undertakings, notations or reprimands placed on your registration? YES NO

If you have answered YES to questions 4.1, 4.2 or 4.3, please provide a detailed description of each matter or condition on a separate attachment.

PLEASE DO NOT SEND ANY ORIGINAL DOCUMENTS WITH THIS PROPOSAL

5. Period of Insurance and Retroactive Cover

- 5.1** This policy will commence on receipt and acceptance of your application and will expire on **30 June 2013**.
- 5.2** The retroactive date of your policy, if issued, will be the date of commencement of your internship as indicated above unless you request otherwise.
- If you currently hold a Student Indemnity Policy with us, we will apply the retroactive date of that policy to your Professional Indemnity Insurance Policy unless you advise us otherwise below.
- Alternative retroactive date _____/_____/_____

6. Declaration and Acceptance - must be signed

Application for Membership

I wish to apply for Membership of MDA National. If my application is approved, I agree to be bound by the Rules of MDA National which are available on request.

I declare that:

1. I have read and understood the Important Notice.
2. I have read and understood the contents of this proposal and acknowledge that the information included in, or attached to, this form is accurate and complete.
3. I will provide evidence of my Gross Annual Billings to MDA National Insurance if requested to do so.
4. I understand my duty of disclosure exists until the contract of insurance is entered into and that I have a continuing obligation to inform MDA National Insurance of any material alteration of the risk during the period of insurance including any change in my field of practice or any material change in the nature of professional services provided by me or the risk category or billings bands that I have previously declared.
5. I acknowledge that the policy (if issued) will not indemnify me with respect to:
 - (a) claims that have been made against me as at the date of this proposal;
 - (b) claims that arise in the future from matters that I am aware will likely give rise to a claim as at the date of this proposal;
 - (c) any current investigation or inquiry;
 - (d) any future investigation or inquiry that results from a matter that has been or is currently being investigated, as at the date of this proposal; and
 - (e) any matter reported on or with this proposal or matters that should have been reported on or with this proposal.

Authorisation and Consent

6. I authorise and request any Medical Board or other registration body to release all information requested by MDA National Insurance regarding my registration as a medical practitioner, any conditions placed upon it and any complaints to, or investigations or hearings by, the Medical Board or registration body involving me whether or not there has been a final resolution and I consent to the disclosure of such information to MDA National Insurance and any of its reinsurers or advisers, as appropriate.
7. I authorise and request my former insurer 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 involving me, whether or not there has been a final resolution, and I consent to the disclosure of such information to MDA National Insurance and any of its reinsurers or advisers, as appropriate.
8. I consent 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 I provide, in accordance with the MDA National Group Privacy Policy.
9. If I hold a Student Indemnity Policy I authorise MDA National to cancel my Student Policy with effect from the inception date of my Professional Indemnity Insurance Policy (PII) and understand that my PII Policy has the same retroactive date as my student policy.

Please Sign and Date Here

Signed

Date / /

Important Notice

To have a thorough understanding of the cover provided under your policy please read the following information in conjunction with the current Professional Indemnity Insurance Product Disclosure Statement and Policy Wording and relevant Supplementary Product Disclosure Statement.

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* (Cth), to disclose to us every matter that you know, or could reasonably be expected to know, 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, we may be entitled to reduce our liability under the contract of insurance with respect to a claim or may cancel the contract of insurance.

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

Claims made cover

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

Retroactive Cover

The policy coverage is limited to incidents that occur on or after the retroactive date. For example, if you have a retroactive date of 1 July 2011, the policy will not cover a claim arising from healthcare services provided prior to that date.

Please ensure that the retroactive date you select is sufficient and that you have no otherwise uncovered periods for which you require indemnity insurance. You may request a change to your retroactive date at any time.

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 claim. However, you must notify us of a claim, investigation or inquiry as soon as you become aware of it.

You must notify us

You must notify us as soon as practicable of any material alteration of the risk during the period of insurance including any material change in your field of practice or the nature of the professional services provided by you or the risk category or billings bands you have previously declared.

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

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

Payments

All monies received will be paid into an Australian bank account where they will be held in trust on your behalf until we agree to accept your proposal. If we do not accept your proposal, all monies will be refunded to you. MDA National Insurance is entitled to the interest earned on this bank account.

Privacy

Please note that any information you provide will be held and used by us and any companies, firms or individuals who assist us in providing services (including but not limited to reinsurers, medical specialists, solicitors and barristers) in accordance with the MDA National Group Privacy Policy.

Freecall: 1800 011 255 **Member Services Fax:** 1300 011 244 **Email:** peaceofmind@mdanational.com.au **Web:** www.mdanational.com.au

Registered Office: MDA National, Level 3, 88 Colin Street WEST PERTH WA 6005 **Phone:** (08) 6461 3400 **Fax:** (08) 9415 1492

MDA National Insurance Pty Ltd (MDA National Insurance) ABN 56 058 271 417 AFS Licence No. 238073 is a wholly owned subsidiary of The Medical Defence Association of Western Australia (Incorporated) ARBN 055 801 771, trading as MDA National, incorporated in Western Australia. The liability of Members is limited.

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.

108.8