New Business Proposal

Professional Risk Underwriting Pty Ltd
Level 1, 2 Wellington Parade
EAST MELBOURNE VIC 3002
Ph: (03) 9235 5255
Fx: 1800 633 073
Em: enquiries@prorisk.com.au

PRORISK PROBLEM SOLVED

MEDICAL MALPRACTICE COMBINED LIABILITY INSURANCE BIRTHING SUPPORT & EDUCATORS (Childbirth International)

Important Notice:

- This Proposal is for a Medical Malpractice Combined Liability policy issued on a claims made and notified basis.
- Please answer **all questions in full**. Where appropriate tick the **yes** or **no** box which best indicates your reply.
- If there is insufficient space, please provide further details on your letterhead. All attached documents form part of this Proposal.
- By completing this Proposal I confirm that I am a Graduate/Registered Student (having paid my training fees in full) with Childbirth International. I understand that as a birth doula my role is to support my clients as a non clinical caregiver. I understand that I am not to give any medical advice or diagnose conditions, and that I am not to perform vaginal examinations or foetal monitoring at any time.

Your Details

1. Full Name(s): _____

The above is to include all individuals and entities to be insured, including service companies and subsidiaries

2. ABN: _____ **3.** Website: www. _____

4. Contact Name: _____ **5.** Contact Number: _____

The Business

6. Office / Home Full Street Address: _____

7. Date of commencement of business: _____

Turnover/Fees

8. a) Will your estimated Turnover/Fees for the next 12 months exceed $100,000 Yes ☐ No ☐

b) If you been operating your business in the last 12 months has your turnover exceeded $100,000 in the last 12 months? Yes ☐ No ☐

9. Names and Qualifications of Principals and Professional Qualified Staff:

Name	Qualifications & Year Qualified	Years Experience

Risk Information

10. Do you intend to provide the following services as part of your business; Pregnancy and/or Birthing Advice, Birth Attendant Services, Foetal Monitoring and/or Examinations? Yes ☐ No ☐

If Yes to the above, please provide full details of the services you intend to Provide:

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Risk Information Continued

11. Does the practitioner envisage any substantial changes in the activities or modalities practised within the next 12 months? Yes ☐ No ☐

If Yes, please provide details:

12. Does the Practitioner maintain accurate descriptive records of all medical, clinical or therapeutic services rendered? Yes ☐ No ☐

13. Does the practitioner perform work outside of Australia, or work for client located overseas? Yes ☐ No ☐

If Yes, please provide details:

Your Claims Details:

14. During the past 10 years has any claim been made against the practitioner for medical malpractice, public liability or professional liability or have any circumstances been notified to insurers that might give rise to a claim? Yes ☐ No ☐

If yes, please provide details:

Date	Insurer	Claimant	Description	Amount Paid/Reserved	Open or Finalised

15. After making appropriate enquiries, are there any facts or circumstances of which the Practitioner is aware that may give risk to a claim against the practitioner that is not Referred to in answer to the previous question? Yes ☐ No ☐

If Yes, please provide details:

16. Has the practitioner ever been subject to disciplinary proceedings for professional misconduct? Yes ☐ No ☐

If Yes, please provide details:

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Your Insurance History:

17. Are you currently insured for:

a) Medical Malpractice?: Yes ☐ No ☐

b) Professional Indemnity? Yes ☐ No ☐

c) Public Liability? Yes ☐ No ☐

d) Products Liability? Yes ☐ No ☐

If yes to the above, please provide details:

Insurance Type	Insurer	Expiry	Limit	Excess	Premium

23. Have you ever had an insurer:

a) Decline a proposal? Yes ☐ No ☐

b) Decline to renew your insurance? Yes ☐ No ☐

c) Impose special terms? Yes ☐ No ☐

d) Cancel your insurance? Yes ☐ No ☐

If yes to the above, please provide details:

_____

_____

Limit of Indemnity:

24. Please indicate the limit of indemnity required.

☐ $1m Medical Malpractice and $1m Public Liability

☐ $2m Medical Malpractice and $10m Public Liability

☐ $10m Medical Malpractice and $10m Public Liability

☐ $1m Medical Malpractice and $10m Public Liability

☐ $5m Medical Malpractice and $10m Public Liability

☐ Other: _____

Declaration

After making appropriate enquiries, I declare that:

- I am authorised on behalf of the prospective Insured(s) to make this Proposal.
- I have read and understood the Important Notices accompanying this Proposal.
- Where I have provided information about another individual, I declare that the individual has been made aware of that fact and of the ProRisk Privacy Statement.
- I confirm that the contents of this Proposal are true and complete.
- I understand that, until a contract of insurance is entered into, I am under a continuing obligation to immediately inform ProRisk of any change to the information contained in this Proposal.
- I acknowledge that, if a contract of insurance is entered into, this Proposal and any accompanying documents will form the basis of the contract.

Signature: _____

Name & Title: _____ **Date:** ____ / ____ / ____

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Important Notice: Please return the completed form to your Insurance Broker or Advisor

IMPORTANT INFORMATION

PRORISK

ProRisk, Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076, is a coverholder for certain Underwriters at Lloyd's.

CLAIMS MADE POLICY

This policy is issued by ProRisk on a claims made and notified basis. This means that the policy only covers claims first made against you during the period of insurance and notified to ProRisk in writing during the period of insurance. The policy does not provide cover for any claims made against you during the period of insurance if at any time prior to the commencement of the period of insurance you were aware of facts which might give rise to those claims being made against you.

Section 40(3) of the *Insurance Contracts Act 1984* provides that where the insured gives notice in writing to the insurer during the period of insurance of facts that might give rise to a claim against the insured, the insurer cannot refuse to pay a claim which arises out of those facts, by reason only that the claim is made after the period of insurance has expired.

YOUR DUTY OF DISCLOSURE

Section 21 of the *Insurance Contracts Act 1984* provides that before you enter into a contract of general insurance with an insurer, you have a duty 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 the insurance and, if so, upon 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 matter:

- That diminishes the risk to be undertaken by the insurer;
- That is of common knowledge;
- That your insurer knows, or in the ordinary course of its business, ought to know;
- As to which compliance with your duty of disclosure is waived by the insurer.

NON-DISCLOSURE

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

RIGHT OF RECOVERY

The policy excludes indemnity for any claim arising directly or indirectly from or in connection with any liability for which the insured has foregone, excluded or limited a right of recovery against any party.

RETROACTIVE LIABILITY

The policy is limited by a retroactive date. The policy does not cover any claim or inquiry arising directly or indirectly from or in connection with any event or occurrence, or acts, errors or omissions committed or alleged to have been committed prior to the retroactive date.

MATERIAL CHANGE

The policy provides that the insured must notify us within thirty (30) days of any material change in the nature of the business or any material change to the risk during the insurance period.

POLICY CANCELLATION

In the event of policy cancellation by the insured, ProRisk's cancellation rates will apply.

PRIVACY STATEMENT

ProRisk is bound by the obligations of the *Privacy Act 1988* (as amended) regarding the collection, use, disclosure and handling of personal information. We will protect the privacy of your personal information.

We collect personal information about you to enable us to provide you with relevant products and services, to assess your application for insurance and, if a contract is entered, to enable us to provide, administer, and manage your policy, and to investigate and handle any claims under your policy. We may disclose your information to third parties (who may be located overseas), such as the insurer, lawyers, claims adjusters, and others appointed by ProRisk or by the insurer to assist us and them in providing relevant products and services. We may also disclose your information to people listed as co-insured on your policy and to your agents. By providing your personal information to us, you consent to us making these disclosures.

If you do not provide all or part of the information required, we may not be able to provide you with our products and services, consider your application for insurance, administer your policy, assess or handle claims under your policy, or you may breach your Duty of Disclosure.

When you provide us with personal information about other individuals, we rely upon you to have made them aware of that disclosure, and of the terms of the ProRisk Privacy Statement, and to obtain their consent.

For a copy of the ProRisk Privacy Statement or to request access to or update the personal information, contact the Privacy Officer at ProRisk by email: enquiries@prorisk.com.au or by mail at the address shown on this policy.

GENERAL INSURANCE CODE OF PRACTICE

ProRisk and Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. A copy of the Code can be obtained from www.codeofpractice.com.au.

COMPLAINTS HANDLING

Any enquiry or complaint relating to this insurance should be referred to ProRisk in the first instance. We have a complaints handling and internal dispute resolution process to assist you, and information about our complaints handling procedures is available

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upon request. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to Lloyd's Underwriters' General Representative in Australia at the address set out in the Certificate of Insurance.