

**Medical Malpractice & Public Liability Insurance**

Please complete the attached details, sign the form and send it with your credit card details or cheque or money order payable to Guardian Underwriting Services Pty Ltd  
PO Box 7660 Melbourne 3004 or Fax with credit card details to 03 8699 8810

**LLOYD'S****Psychologist's Medical Malpractice & Public Liability Insurance****Practice – if more than one practitioner provide separate applications**

<b>Title</b>	<b>Name ( or Company name and ACN)</b>	<b>Practice or Business Name</b>		
<b>Postal Address</b>		<b>State</b>	<b>Postcode</b>	
<b>Telephone</b>	<b>Fax</b>	<b>Mobile</b>	<b>Email</b>	
<b>Address of Practice</b>		<b>State</b>	<b>Postcode</b>	
<b>Interested parties</b>				

**Registration**

<b>State of Registration</b>	<b>Registration Number</b>
<b>Professional Association Membership</b>	<b>Membership Number</b>

**Combined Medical Malpractice & Liability Insurance Indemnity Limit Required**

<b>\$1,000,000 any one claim and \$2,000,000 in the aggregate</b> <input type="checkbox"/>	<b>\$5,000,000 any one claim and \$10,000,000 in the aggregate</b> <input type="checkbox"/>		
<b>\$2,000,000 any one claim and \$4,000,000 in the aggregate</b> <input type="checkbox"/>	<b>\$10,000,000 any one claim and \$20,000,000 in the aggregate</b> <input type="checkbox"/>		
Please state any additional modality that is incorporated into your practice:			
Are you employed by or do you work in any hospital or clinic with inpatients? Y / N			
If yes please advise the percentage of your income that you derive from this service			
<b>Existing Medical Malpractice / Professional Indemnity Insurance Cover</b>			
<b>Insurer</b>	<b>Policy number</b>	<b>Indemnity limit</b>	<b>Date first taken out</b>

**Claims or Circumstances Known to You**

Have any claims or complaints ever been made against you?	Y / N
Are you aware of any circumstances which may result in a claim against you?	Y / N
Has any insurer ever declined, cancelled or imposed special conditions in relation to your liability insurance?	Y / N
Are you currently engaged in (or about to enter into) civil proceedings of either a professional or personal nature?	Y / N
Have you ever been subject to disciplinary proceedings for professional misconduct by a professional society or any statutory registration board or been called upon to respond to a complaint?	Y / N
(If you have answered Yes to any of the Claims or Circumstances Known to You questions, please provide full details on your separate letterhead.)	

**Declaration**

I acknowledge that I have read the Important Notices attached to this proposal and that I understand these notices. I acknowledge that if this proposal is accepted that the insurance will be subject to the terms and conditions of the policy wording and will be subject to my payment of premium. I consent to the use of the personal information about me for the purposes detailed in the privacy statement including disclosure of this information to third parties in connection with this insurance. I declare that the information disclosed in this proposal is true and correct and that I have not failed to comply with my duty of disclosure nor have I included misleading information or have I suppressed information that may be relevant to the underwriter in considering my proposal for insurance.

<b>Signature</b>	<b>Date Signed</b>
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**Payment Attached****Cheque, Money Order or Credit Card Amount \$**

<b>Card No</b>	<b>Expiry</b>	<b>Visa</b>	<b>Mastercard</b>	<b>Bankcard Only</b>
<b>Name on Card</b>	<b>Signature</b>			

PLEASE NOTE COVER UNDER THIS INSURANCE WILL NOT COMMENCE UNTIL AN ACCEPTABLE SIGNED PROPOSAL IS RECEIVED AND PAYMENT OF THE PREMIUM IS MADE.

## Important Notices

### 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 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, on 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 any 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 is waived by the Insurer.

It is important that all information contained in this proposal is understood by you and is correct, as you will be bound by your answers and by the information provided by you in this proposal. You should obtain advice before you sign this proposal if you do not properly understand any part of it.

Your duty of disclosure continues after the proposal has been completed up until the contract of insurance is entered into.

### Privacy Policy Guardian Underwriting Services Pty Ltd

Guardian has always protected the privacy of personal information of our valued clients. The standards to which Guardian handles this personal information have now been set by the Commonwealth Privacy Act and the National Privacy Principles, which came into effect on 21 December 2001. All Staff, Representatives, Agents and Contractors have agreed to hold all information in confidence and not use it for any purpose except to carry out the service they are providing. Guardian does not sell or share names, addresses or any other information with third parties, except to the extent necessary to complete our obligations as stated in this document.

#### How and Why do we require your Personal Information

Guardian collects information either directly from the relevant individuals or, in some cases, from third parties. They may provide information for someone else requiring the benefit of the services that Guardian offers, such as a director or officer or other staff member.

The information is collected to allow Guardian to provide insurance services including to arrange and place insurance cover, assess and underwrite risks, properly administer claims and source and facilitate finance

### Non Disclosure

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

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

### Disclosure of your Personal Information to third parties

As Guardian has a duty to maintain the confidentiality of clients affairs, Guardian will only disclose information to third parties when it believes it is necessary to assist in providing, managing and administering the services provided and products with which Guardian is involved. These third parties are also required to abide by the National Privacy Principles and use the personal information only for the services that they supply.

### Claims Made Contract

Subject to its terms and conditions the Policy will cover your legal liability for any claim:

- first made against you during the Policy Period;
- resulting from any circumstance of which you become aware during the Policy Period which could give rise
- to a future claim against you provided you immediately inform us in writing of such circumstances within the Policy Period.

The Policy will NOT cover your legal liability resulting from any claim, matter, occurrence or circumstance arising from any act, error or omission committed or alleged to have been committed of which you were aware before commencement of the Policy Period.

### What we expect of you

Guardian aims to ensure that personal information is up to date and accurate. Please contact Guardian if You:

Need to seek access to, or revise personal information

Feel that the information Guardian currently has on record is incorrect or incomplete.

#### Transfer of Information Overseas

Guardian may transfer Your personal information overseas where it is necessary to provide the services. Some underwriters or reinsurers are based overseas and Guardian needs to provide Your personal information to them to arrange Your cover.

### Change of Risk or Circumstance

You should advise your Guardian Underwriting Services Pty Ltd as soon as practicable of any change to your normal business as disclosed in the Proposal, such as changes in location, acquisitions and new overseas activities.

### Opting Out

We regularly distribute information to clients about products and services, such as newsletters, which we believe may be of interest to You. If You do not wish to receive this additional information, please contact the Guardian office noted on the schedule.

### Subrogation

Where you have agreed with another person or company, who would otherwise be liable to compensate you for any loss or damage which is covered by the Policy, that you will not seek to recover such loss or damage from that person, Insurers will not cover you, to the extent permitted by law, for such loss or damage.

### How to Contact Us

If You wish to gain access to Your personal information, have a complaint about a breach of Your privacy or You have any query on how Your personal information is collected or used, or any other matter relating to Guardian's Privacy Policy, You can speak to any of the Guardian staff, who will do their best to try to resolve Your issue as simply as possible at the address specified on your policy schedule.

**Guardian Underwriting Services Pty Ltd**  
AFS Licence 255319 ABN 21051930105  
[www.malpractice.indemnityinsurance.org](http://www.malpractice.indemnityinsurance.org)  
[insure@indemnityinsurance.org](mailto:insure@indemnityinsurance.org)

**137 Moray Street South Melbourne**  
**PO Box 7660 Melbourne Vic 3004**  
**Phone 03 8699 8800**  
**Fax 03 8699 8810**

# Product Disclosure Statement

This Product Disclosure Statement (PDS) contains important information required under the Corporations Act 2001.

## The Purpose of this PDS

This PDS has been prepared to assist you in understanding the insurance policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits, risks and information about how the insurance premium is calculated. You still need to read the policy wording for a full description of the terms, conditions and limitations of the insurance policy.

## Who is/are the insurer(s)?

Certain Underwriters at Lloyd's are the Insurer of this Policy.

## Who is Guardian Underwriting Services Pty Ltd?

Guardian Underwriting Services Pty Ltd hereinafter called "Guardian" is the Authorised Representative of the Insurer(s). This Insurance contract is written under a 'Binding Authority Agreement', which gives Guardian authority to bind insurance contracts on behalf of such Insurer(s). As a consequence Guardian is acting as Agent of such Insurer(s) and not as Your Agent. Guardian is NOT the Insurer for this contract and is NOT liable for any loss or claim. The Insurer(s) are clearly shown on the Schedule.

**How to contact Guardian.** You may contact us by any of the following ways:

- By telephone on 03 8699 8800 (Melbourne)
- In writing at 137 Moray Street, South Melbourne, VIC 3205

## Your cooling-off period

If you decide that you do not wish to continue with this policy, you have fourteen days after the commencement of this Insurance to request cancellation. We will provide you with a refund of premium less proportional time on risk and associated charges provided you have not made a claim under the policy.

## What to do if you have a dispute

Any dispute should be referred in writing to Managing Director, Guardian Underwriting Services Pty Ltd, 137 Moray Street, South Melbourne, Vic 3205. If you are still not satisfied with the way a complaint has been dealt with you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law. The address is Lloyd's Australia, Suite 2, Level 21, Angel place, 123 Pitt Street, Sydney NSW 2000, telephone (02) 9223 1433. Lloyd's Australia will respond in writing within 15 working days, and if you remain dissatisfied with their response you will be provided at that time with the details of any other avenues for resolution that may be available to you. If appropriate you may refer your complaint to The Insurance Ombudsman Service operated by Insurance Ombudsman Insurance Service Limited.

## Your privacy

Lloyd's and its agents are bound by the obligations of the **Privacy Act 2001**. These set basic standards relating to the collection, use, disclosure and handling of personal information. "Personal information" is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, your complaint should be addressed to Guardian. This may be done either verbally or in writing to Complaints Officer, Guardian Underwriting Services Pty Ltd, 137 Moray Street, South Melbourne, Victoria, 3205. If you are dissatisfied with the response, you may refer the matter to Lloyd's Australia Ltd, who has the appropriate authority to investigate and address matters of this nature.

## Your duty of disclosure

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Your duty however does not require disclosure of any 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 is waived by the Insurer.

It is important that all information contained in the proposal is understood by you and is correct, as you will be bound by your answers and by the information provided by you in the proposal. You should obtain advice before you sign the proposal if you do not properly understand any part of it.

Your duty of disclosure continues after the proposal has been completed up until the contract of insurance is entered into.

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.

## How to apply for insurance

Complete our proposal form. If we accept your application for insurance and you pay the relevant premium, you will receive a schedule that sets out details of the insurance you have taken out.

## Significant features and benefits

The Insurer shall indemnify the Insured for all sums which the Insured shall become legally liable to pay as damages (including claimant's costs) as the result of any Claim first made against the Insured during the Period of Insurance resulting from any Wrongful Act committed by the Insured or by any Employee of the Insured or by any person or organisation acting on behalf of the Insured when so acting, in the course of services or contractual obligations undertaken by the Insured to a patient or patients in the course of the Insured's Profession or in the provision of Good Samaritans Acts.

The Insurer will also, inclusive within the Limit of Indemnity, indemnify the Insured against Defence Costs and Expenses incurred with the Insurer's prior written consent in:

- a.) the defence, handling or settlement of any Claim covered under Insuring Clause 1.1 above; and
- b.) legal representation for the Insured's attendance at:
  - i. any official investigation, examination, inquiry or other proceedings ordered or commissioned by any official body;
  - ii. any Coroner's Inquest arising out of the death of any patient of the Insured;
  - iii. the prosecution (criminal or otherwise) of the Insured; or
  - iv. any disciplinary proceedings against the Insured

in connection with the carrying on of the Insured's Profession where such investigation, examination, inquiry, inquest or other proceedings is first notified to the Insured and to the Insurer during the Period of Insurance and is investigating an alleged Wrongful Act of the Insured.

Each psychologist working from a practice, whether the practice be owned by a sole trader, partnership or a company, must complete a separate proposal and pay a premium. This applies whether the relationship between the psychologists is by way of employment, sub-contracting or other. The policy of each psychologist in a group practice will be endorsed to protect the psychologist and other psychologists working in that practice.

The insurance is extended to indemnify the Insured against all sums which the Insured shall become legally liable to pay compensation in respect of:

1. bodily injury (which expression includes death and illness)
2. damage to property (which expression includes loss of property)

arising out of an accident and happening in connection with the Professional Services carried on at and away from the address specified in the Schedule. See page 14 of the wording for full details and additional benefits of this extension.

The indemnity limit is combined for medical malpractice and liability, not separate limits of indemnity for each.

#### **Significant risks**

The Policy is subject to the terms, conditions, exclusions and limitations in this Policy. Under some circumstances, this policy will not provide any insurance cover to you. To fully understand the cover provided the policy should be read in full.

#### **Claims Made Wording**

Subject to its terms and conditions the Policy will cover your legal liability for any claim:

- first made against you during the Policy Period;
- resulting from any circumstance of which you become aware during the Policy Period which could give rise to a future claim against you provided you immediately inform us in writing of such circumstances within the Policy Period.

The Policy will NOT cover your legal liability resulting from any claim, matter, occurrence or circumstance arising from any act, error or omission committed or alleged to have been committed of which you were aware before commencement of the Policy Period. The retroactive date is inception of policy or established prior equivalent coverage whichever is the earlier excluding known claims and / or circumstances.

#### **Claim Notification**

The Insured shall give to the Insurer immediate notice in writing during the Period of Insurance:

- a) of any Claim made against them;
- b) of the receipt of notice from any person of an intention to make a Claim against them;
- c) of any investigation, examination, inquiry, inquest or proceedings as described in insuring clause 1.2 (b) (see page 1 of the Policy Wording) of which the Insured becomes aware in the Period of insurance and which involves the investigation of an alleged Wrongful Act of the Insured.

See page 5 of the Policy Wording under Conditions for full information.

#### **Excess**

Excess means the amount you must pay towards a claim See policy wording under "Excess" on page 10 of the wording.

#### **Costs**

The premium payable by you will be shown on your schedule. We take into consideration a number of factors in setting our premiums. These include but are not limited to factors relating to the level of cover provided, and the insurance history of applicants. Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services tax and Stamp Duty and where applicable Fire Services Levy.

#### **How the Goods and Services Tax affects your claim**

Where we make a payment under this policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made. Where we make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

#### **Taxation information**

Underwriters show all taxes and charges as separate items on all schedules (e.g. stamp duty and the Goods and Services Tax).

### **Guardian Underwriting Services Pty Ltd**

AFS Licence 255319 ABN 21 051 930 105  
137 Moray Street, South Melbourne Vic 3205  
Tel: 03 8699 8800 Fax: 03 8699 8810  
insure@indemnityinsurance.org