



**4A. DO YOU REQUIRE THE POLICY TO BE EXTENDED TO COVER ANY OTHER MODALITIES WHICH YOU OR YOUR EMPLOYEES PRACTICE THAT NOT ACCREDITED BY YOUR ASSOCIATION? (Please tick)**

Yes  No

Modality	% of Time Practiced	Qualifications	Where and When obtained	Name of Accrediting Association

PLEASE ATTACH COPIES OF QUALIFICATIONS, FOR YOU AND YOUR EMPLOYEES, FOR ANY MODALITIES ( LISTED ABOVE ) THAT ARE NOT ACCREDITED BY YOUR ASSOCIATION

**5. HAVE YOU PREVIOUSLY BEEN INSURED FOR PROFESSIONAL INDEMNITY?**

Yes  No

If you would like Retrospective Liability Cover you must provide the following information. It is important to provide the inception date from the **first year** in which you had insurance. (If you have had no previous insurance, this option is not available)

Previous Insurer: \_\_\_\_\_

Original Inception Date From : \_\_\_\_\_ Final Expiry Date: \_\_\_\_\_

**6. HAVE YOU OR ANY DIRECTOR / PARTNER / MANAGER OF THE BUSINESS EVER**

Sustained loss or damage or incurred liability whether or not insured, of a type against which insurance is now sought?

Yes  No

Had insurance declined or cancelled, had an insurer refuse or not invite renewal, had special policy conditions imposed, had an excess imposed, or had any claim rejected?

Yes  No

Been declared bankrupt or put into receivership or voluntary liquidation?

Yes  No

Been charged or convicted of any criminal offence?

Yes  No

If you have answered "yes" to any of these questions, please provide details:

**7. IS YOUR TURNOVER (SALES) GREATER THAN \$250,000? (Please tick)**

Yes  No

If yes, please advise approximate amount

\$ \_\_\_\_\_

How many premises do you lease or occupy in connection with your business?

\_\_\_\_\_

Do you have employees? If yes, how many?

\_\_\_\_\_

**8. WHAT LEVEL OF INDEMNITY DO YOU REQUIRE? (Please tick)**

**Public Liability**

**Products Liability  
(Including Professional Risks)**

\$1,000,000 and \$1,000,000

\$2,000,000 and \$2,000,000

\$5,000,000 and \$5,000,000

\$10,000,000 and \$5,000,000

\$20,000,000 and \$5,000,000

**The maximum level of Indemnity for Products Liability is \$5,000,000**

9. DO YOU REQUIRE THIS POLICY TO BE EXTENDED FOR RETROSPECTIVE LIABILITY? Yes  No

10. DO YOU REQUIRE MULTI-PRACTITIONER COVER? Yes  No   
If insufficient space, please attach a separate sheet

Name of Multi Practitioner	Modality	Qualifications	Where Obtained	Name of Their Association

Note: Practitioners other than your business partners and employees are not eligible for inclusion, and will need to make their own insurance arrangements.

11.. DO YOU TEACH? (Please tick) Yes  No

If yes, please circle one of the following ranges based on the time you spend Teaching as part of your average working week

- 0% – 10% of your working time
- 11% – 30% of your working time
- 31% – 50% of your working time

If you teach over 51% of your time, please provide the following details

- Qualifications
- Turnover for this activity
- Percentage of working hours spent teaching
- Average number of participants per class

12. DO YOU REQUIRE THE LEGAL POWER EXTENSION ? : ( Please tick ) Yes  No   
Please refer to Policy Information Sheet for more details

- If I/we have disclosed personal information about any other person(s), I/we confirm that I/we am/are authorised to:
- Disclose to you personal information about that person(s) and to consent to its use for the purposes shown in the Privacy Statement
  - Consent to disclose to, and obtaining of other personal information about that person/(s) from, other parties including those shown in the Privacy Statement, for any of these purposes
  - I/we have read and understood the information set out in this proposal and the information I/we have given is true and correct
  - I/we have read and understood the policy and agree to be bound by the terms and conditions it contains
  - I/we understand that I/we am/are not insured until Vero Insurance confirms its acceptance of this application

This declaration is signed for and on behalf of all applicants

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

HAVE YOU CHECKED THROUGH THIS PROPOSAL TO ENSURE ALL QUESTIONS HAVE BEEN FULLY ANSWERED ? ( Please tick ) Yes  No

**Note: Please DO NOT SEND ANY MONEY until you have received written confirmation of cover in the form of a Tax Invoice**



**EXPLANATORY INFORMATION  
FOR THE ALTERNATIVE/COMPLEMENTARY MEDICINE,  
NATURAL THERAPIES AND MASSAGE COMBINED LIABILITY  
INSURANCE SCHEME**

**What is Covered**

The Insurer will pay for your legal liability to pay damages and legal expenses arising from personal injury to a third party, or damage to their property, arising from your business or occupation as listed on your policy. In summary this insurance includes:

- \* Liability arising from breaches of your professional duties including advice, treatment, diagnosis, prescribing and dispensing
- \* Liabilities arising from goods manufactured, sold or supplied
- \* Liabilities arising from actions of your employees whilst carrying out their duties
- \* Unintentional libel or slander being a breach of professional duties
- \* Your liabilities as a tenant

**Who is covered under Your Policy? Definition of "The Insured"**

- \* Yourself
- \* Your employees including administrative staff, practitioners practicing modalities approved under the Facility, students and apprentices
- \* Students being supervised whilst undertaking practical work as part of their studies
- \* Up to 4 business partners can be included on your policy as "Multi Practitioners" for an additional 50% of the base premium

Contractors (as distinct from employees) are not eligible and need to make their own insurance arrangements

**Limits of Liability**

There are several optional Limits of Liability available as detailed under Modalities.

The Limit applicable to **Public Liability** applies in full to each and every claim you may have during the year, irrespective of the number of claims.

The Limit applicable to **Products Liability including Professional Risks** also applies to each claim, but is restricted to the Limit of Liability in total for all claims during any one policy year.

Legal expenses incurred in defence of a claim against you are paid in addition to the Limit of Liability. (Subject to the Insurers approval)

**Modalities**

Our facility caters for over 200 different modalities, and these are rated in two levels. For example:

- Exposure Level 1 - Massage, Yoga, Reiki, Shiatsu, Kinesiology
- Exposure Level 2 - Acupuncture, Naturopathy, Chinese Herbal Medicine

OPTIONAL LIMITS OF LIABILITY		LEVEL 1 EXPOSURE	LEVEL 2 EXPOSURE
Public Liability	Products Liability		
\$1,000,000	\$1,000,000	\$226.00	\$295.00
\$2,000,000	\$2,000,000	\$276.00	\$365.00
\$5,000,000	\$5,000,000	\$345.00	\$460.00
\$10,000,000	\$5,000,000	\$430.00	\$580.00
\$20,000,000	\$5,000,000	\$488.00	\$660.00

**NOTE: Please do not send any money as these are Indicative Premiums only.**  
(includes Stamp Duty, GST and Broker Fee)

All the modalities you practice which are accredited by your Association, will be covered under your policy and itemised on your Policy Schedule. Additional modalities can be included with the cost, depending on the Exposure level, verification of qualifications and their acceptance by the Insurers.

*For Example:* You practice massage and one of your employees has acceptable qualifications practices Chinese Herbal Medicine, then the premium will be charged at Exposure Level 2 Rates.

## Optional Policy Extensions

### 1. **Retrospective Cover**

A Retrospective Extension is available to provide cover for liabilities arising from events that occurred prior to the commencement of this policy, and during the term you were previously insured. Subject to you being unaware of any circumstances which may give rise to a claim when you take out this policy.

### 2. **Additional Legal Power Extension**

Under the main Sections of the Policy, you are covered for legal costs in defence of a claim against you. However, if you need legal assistance to defend or prosecute an action necessary to maintain your right to practice, the Insurer will pay up to \$25,000 for legal expenses payable by you. The Insurer maintains the right to approve and direct the case. The Excess applicable to this Extension is \$500.

## Turnover (Income from your Practice)

If your turnover exceeds \$250,000, your application will need to be referred to the Insurer and an additional charge may be applied, depending on the nature and activities of your business.

## Teaching

This policy has been primarily developed to cover individual qualified practitioners. If teaching is a greater part of your business, then an assessment may be required to evaluate your qualifications, course accreditation with Associations, etc. The additional premiums for teaching are:

Less than 10% of your normal working hours	No charge
11% to 30% of your normal working hours	Plus 15% of Premium
31% to 50% of your normal working hours	Plus 25% of Premium
Over 50% of your normal working hours	Referral required

## Schools/Colleges

If you have a college or school, a separate policy is available that covers the college, staff and students of the college, on and off campus for practical work authorised by the college. A special "Student Policy" is then available to your students if they want to do additional practical work, outside the course, providing they are suitably qualified.

## Products

Cover is automatically included for products manufactured, supplied or sold by you, in the course of your business.

## Geographical Limits

The cover is Australia wide with provision for worldwide cover in certain circumstances (eg. overseas conferences, seminars and workshops). Requests for worldwide cover should be referred to us, in order to obtain the Insurer's agreement.

## Leaving the Profession

The policy is "Occurrence Based" and generally speaking, no run-off cover is required. The policy covers claims made after the expiration of the policy, providing the event which gave rise to the claim, occurred during the period the policy was in force.

**It is important to note however, that if you are providing Products to your clients it is possible that an incident involving those Products may occur AFTER you cease buying insurance. In these circumstances the Policy will not respond, as it will only apply to events which occurred during the currency of the Policy.**

## Excess

There is an Excess of \$250 applicable to any claim that you lodge.

**OAMPS Insurance Brokers Limited   Tel: 1800 222 012   Fax: 1800 000 472   Email: [nplnt@oamps.com.au](mailto:nplnt@oamps.com.au)**

(1/09/2005)



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## **COMBINED LIABILITY AND LEGAL EXPENSE INSURANCE**

### **PRIVACY STATEMENT**

#### **for members of Natural Therapy Associations**

#### **Privacy**

The OAMPS Group will protect your personal information. All companies within the Group are subject to the National Privacy Principles (NPP) as set out in the Privacy Act 1988 (Commonwealth).

The NPP governs the way we collect, use, disclose and secure information about you. The NPP also permits you access to the information we hold about you in order to correct or update it. Information may be held on behalf of OAMPS by organizations outside the GROUP in order to provide services to us (OAMPS).

#### **Why do we require your personal information?**

The personal information collected and maintained by OAMPS comprises your name, address, contact details and information specific to, and required for, the service or product that we provide to you. For some products and services we also collect and maintain sensitive information. This may include information about your health, membership or trade unions or professional associations and any criminal convictions you may have.

The information collected allows us to:

- Assess and underwrite risks,
- Properly administer your claims or claims brought against you,
- Provide insurance, financial and investment advice,
- Arrange and place insurance cover.
- Source and facilitate finance, and
- Initiate and maintain your and/or your employee's membership of superannuation funds.

#### **Disclosure of your personal information to third parties**

OAMPS may seek the services of relevant third party suppliers (eg. Insurers, agents, loss adjusters, risk managers, investment managers, external administrators, mail-houses, etc.) to carry out specialized activities. Some of these third parties are appointed by OAMPS to perform specific tasks on a case-by-case basis, others provide insurance and financial services to you as recommended by us. Where your personal information is provided to these third parties to enable them to perform their agreed activities, they are required to abide by the National Privacy Principles and use of the personal information provided just for the service they supply.

Contact us about access and correction of your personal information. OAMPS aims to ensure that your personal information is accurate, up to date and complete. Please contact us if you:

- Would like to seek access to, or revise your personal information; or
- Feel that the information we currently have on record is either incorrect, incomplete or both

#### **Direct Marketing and your privacy**

We regularly distribute to our clients general information and newsletter regarding OAMPS products and services.

From time to time we may wish to supply you with specific information regarding some of our products and services, which we believe may be of interest to you. If you do not wish to receive this additional (directly marketed) information, please contact your local OAMPS office.

#### **Privacy Complaints**

If you believe that we have not protected your personal information as required under the NPP and you wish to make a formal complaint, you are able to contact our National Privacy Complaints Officer on 1800 068 000. You may also email full details of your complaint to [privacy@oamps.com.au](mailto:privacy@oamps.com.au). Your complaint will be managed via OAMPS's Internal Privacy Complaint Procedure. This procedure assures you of a timely and accurate response to your complaint.

**If you would like more information on Privacy, please visit our website at [www.oamps.com.au](http://www.oamps.com.au)**



## **COMBINED LIABILITY AND LEGAL EXPENSE INSURANCE**

### **DUTY OF DISCLOSURE**

**for members of  
Natural Therapy Associations**

### **IMPORTANT FACTS - Please read these before completing**

#### **Your Duty of Disclosure**

Before you enter into a contract of 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, that 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 matter –

- that diminishes the risk being undertaken by the insurer;
- that is of common knowledge
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

#### **Non- disclosure**

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

#### **Average/Underinsurance**

(Applicable only to those policies which have an average clause e.g. Fire)

When your policy contains an average clause you must insure for the full value. If you do not do so and you are under –insured, the insurers will pay you less in the event of a claim, in proportion to the amount of the underinsurance. In particular they will pay an amount being the proportion that the sum insured bears to the full value.

#### **Liability Insurance**

When your policy covers legal liability the policy does not provide indemnity in respect of events that occurred prior to the commencement of the policy.

#### **Subrogation Agreements**

Where another person is liable to compensate you for any loss or damage otherwise covered by the policy but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any moneys from that person, the insurers may avoid your right of indemnity under the policy.

#### **Third Party Interests**

You must inform us of the interests of all third parties (e.g. Financiers, lessors and the like) to be covered under this insurance. We will protect their interests only if you have informed us of them and they are noted on the policy.

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. Spencer Jones Insurance Brokers also subscribe to the Insurance Brokers Dispute facility (IBDF), a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from this office.