

## Combined Civil Liability Malpractice (Professional Indemnity), Public and Products Liability Insurance Policy

### Summary of Cover

#### Type of Insurance:

Combined Malpractice (Professional Indemnity), Public & Products Liability Insurance for Physiotherapists domiciled in Australia whose principal activities are based in Australia.

**The Policy Wording is a Civil Liability “claims made” contract, including a broad definition of “professional services”.**

#### Features included are:

- ‘Civil Liability’ Professional Indemnity
- Loss of Documents
- Automatic Reinstatement of the Limit
- Run Off Cover
- Full Retroactive Cover
- Public and Products Liability (\$10,000,000 Limit of Indemnity on all policies)
- Dishonesty
- Legal Representation Costs at Coronial Inquiries
- Predecessors in Practice
- Separate Limit of Indemnity for Multi-Practitioner practices
- Trade Practices Act (misleading &/or deceptive conduct)
- Libel & Slander
- Teachers Liability
- Incoming Principals
- Cover for Short-Term Assignments Overseas

#### Limit of Indemnity:

To provide Physiobase.com members with THREE alternative levels of protection for Professional Indemnity Insurance, and to maximise the benefits of ‘bulk buying’, 3 options are available;

- a) \$5,000,000
- b) \$7,500,000
- c) \$10,000,000

All claims are subject to a \$500 excess, regardless of the level of cover selected.

All Options include an Automatic Reinstatement in the event of a Claim and \$10,000,000 Public and Products Liability cover.

#### Professional Services Covered:

The Policy contains the following definition of “**The Insured’s Profession**”

*The profession of physiotherapy as determined by the ethical guidelines for members of the Australian Physiotherapy Association including the provision of physiotherapy treatment or advice:*

- a) *which **The Insured** is qualified to give (or any other treatment modality which is incidental to **The Insured’s** profession as a physiotherapist) whether for reward or not, including any treatment or advice given voluntarily to a person in an emergency situation;*
- b) *in any tertiary education or formal post-graduate, continuing education, teaching or demonstration of physiotherapeutic technique whether or not for therapeutic purposes and whether for reward or not.*

While this definition makes reference to the ethical guidelines for members of the Australian Physiotherapy Association, it is NOT necessary for you to be a member of that Association in order to access this insurance. You MUST, however, be registered to practice physiotherapy in Australia.

## Important Notice Concerning this Insurance

### “Claims Made” Insurance

The proposed insurance is issued on a ‘claims made’ basis.

This means that the policy responds to:

1. claims first made against you during the policy period and notified to CGU Professional Risks Insurance during that policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against you: and
2. ‘claims circumstances’ notified pursuant to Section 40 sub-section 3 of the *Insurance Contracts Act* which states:

*“where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance cover provided by the contract.”*

After the policy expires, no new notification can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

If during the policy period you become aware of circumstances which a reasonable person in your position would consider may give rise to a claim, and which you fail to notify to us during the policy period, we may not cover you under a subsequent policy for any claim which arises from these circumstances.

When completing the proposal form you are obliged to report and provide full details of all circumstances which you are aware of and which a reasonable person in your position would consider may give rise to a claim.

It is important that you make proper disclosure (see **Duty of Disclosure**, below) so that your cover under any new policy with us is not compromised.

### Duty of Disclosure

Before entering into a contract of general insurance with an insurer, you have a duty under the *Insurance Contracts Act*, to disclose to us every matter that you are aware of, or could reasonably be expected to be aware of, that is relevant to our decision about insuring you and if so, on what terms. You have the same duty to disclose these matters to us before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require you to disclose matters:

- that diminish the risk to be undertaken by us;
- that are of common knowledge;
- that we know or, in the ordinary course of our business, ought to know;
- in respect of which we waive your duty to comply with your duty of disclosure.

You should note that your duty continues after the proposal form has been completed until the policy is entered into, i.e. until the date we receive your instruction to bind cover.

### Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or may cancel the policy. If your nondisclosure is fraudulent, we may also have the option of avoiding the contract from the beginning. It is therefore vital that you enquire of all entities comprising the insured, including senior staff, before completing the proposal form and before you sign any declaration confirming no change in the information disclosed.

### Average Provision

One of the insuring provisions of the proposed insurance may provide that where the amount required to dispose of a claim exceeds the limit of the sum insured in the policy then we shall be liable only for a proportion of the total costs and expenses. This shall be the same proportion of the total expenses as the policy limit bears to the total amount required to dispose of the claim.

### Surrender of Waiver of any Right of Contribution or Indemnity

If another person or company is liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by our policy, but you agree with that person or company either before or after the inception of the policy that you would not seek to recover any loss or damage from that person or company, you are not covered under the policy for any such loss or damage.

## Proposal Form

Should you decide to accept the insurance quote offered, the information that you provide here will form the basis of that contract of insurance.

### Information that CGU need to know about you, the applicant

1. a) In respect of all Physiotherapists seeking cover under this Proposal, please state:

Name of Registered Physiotherapist/s (if more than three (3) Registered Physio's, please attach list)

Nature of Practice i.e. Full Time Private Practitioner or Part Time Private Practitioner (i.e. less than 15 hrs/wk on average) or Public Sector Employee

b) Are you registered for GST purposes? No  Yes  What is your ABN?

c) Are all of the physiotherapists named in 1.a) above registered to practice physiotherapy in Australia? Yes  No  Please provide details

2. Do you manipulate the cervical spine? (used for audit purposes)

Yes  No

3. Names of any partnership and/or trading name, company or other legal entity through which physiotherapy services are provided and for which cover is required (Please do not include the name of your employer, unless you are a principal of that business)

4. Contact address

Postcode

Telephone no.

Facsimile no.

5. E-mail (This is the primary way CGU will send information to you, the applicant)

6. Do you provide physiotherapy services outside of Australia or New Zealand?

No  Yes  Please provide details

7. Have any claims ever been made against you?

No  Yes  Please provide details

8. Are you aware of any circumstances which may give rise to a claim being made against you?

No  Yes  Please provide details

9. Has any insurer ever declined, cancelled or imposed special conditions in relation to this type of insurance?

No  Yes  Please provide details

10. Have you ever been subject to disciplinary proceedings by a statutory registration board or any professional body for professional misconduct, or been called upon to respond to a complaint made against you?

No  Yes  Please provide details

11. When would you like cover to start? From (please specify)

12. What Limit of Indemnity would you like? (Please tick Note: Each option automatically includes \$10,000,000 Public and Products Liability cover.) \$5,000,000  \$7,500,000  \$10,000,000

If you have answered either "No" to question 1c, or "Yes" to any or all of Questions 6, 7, 8, 9 and 10, Physiobase.com will need to submit your Proposal to CGU for separate assessment and rating. Please DO NOT attach any payment to this Proposal if your Proposal falls into this category.

## Declaration

I/we hereby declare:

1. That the information submitted in this proposal is true and correct and that I/We have not suppressed nor misstated any facts.
2. That I/We have read and understood the Important Notice attaching to this Proposal.
3. I/We authorize CGU Professional Risks Insurance, a division of CGU Insurance Limited, to collect or disclose any personal information relating to this insurance to/from any other insurers or insurance reference service. Where I/we have provided information about another individual (for example, an employee, or client), I/we declare that the individual has been or will be made aware of that fact and the section in the Policy on "The way we handle your personal information".

I/We also confirm that the undersigned is/are authorised to act for and on behalf of all persons who may be entitled to indemnity under any policy which may be issued pursuant to this Proposal form and I/we complete this Proposal form on their behalf.

To be signed by the Partnership/Company/Practice/Business.

<b>Signature</b>	<b>Date</b>	<b>Signature</b>	<b>Date</b>
<input type="text"/>	<input type="text" value="/ /"/>	<input type="text"/>	<input type="text" value="/ /"/>

## Payment Options

After completing the proposal form you may pay for the insurance in the following ways:

- a) Cheque - make out a cheque payable to Physiobase.com LTD. Please mail it to: Physiobase.com Limited 501A Elizabeth Street, Surry Hills NSW 2010.
- b) Credit Card - complete the credit card details form below and fax to Physiobase on (02) 8399 1566.
- c) Phone - call Physiobase on (02) 8399 3744 to pay by credit card over the phone. Please fax or post the signed proposal form to Physiobase.com.

## Credit Card Details

Name (as it appears on the credit card):

Card type: Visa  MasterCard  AMEX  Diners Club

Card number

Expiry date

Total cost

**Signature**

**Date**

On receipt of payment a tax invoice will be forwarded to the address provided on the proposal form.

*Intermediary:*

*Insurer:*



**PhysioBase.com Ltd Aust. Branch**

ABN 98 740 381 921

Contact (02) 8399 3744 or [physiobase@ozemail.com.au](mailto:physiobase@ozemail.com.au)

**CGU Professional Risks Insurance**

A Division of CGU Insurance Limited

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