

Student Exam Cover

Proposal Declaration Form

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

Summary of Cover

Type of Insurance:

Student Registration Exam Cover

Combined Malpractice (Professional Indemnity), Public and 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 include:

- 'Civil Liability' Professional Indemnity
- Public Liability \$10,000.00
- Products Liability
- Automatic Reinstatement of the Limit
- Legal Representation Costs at Coronial Inquiries
- Trade Practices Act (misleading and/or deceptive conduct)

Limit of Indemnity:

A choice of \$2,000,000 or \$5,000,000 Professional Indemnity – All states.

All Claims are subject to a \$500 excess.

All Options include an Automatic Reinstatement in the event of a Claim.

Students who fail to pass this exam on the first attempt must notify our office.

This policy is non-refundable.

**Combined Civil Liability Professional Indemnity,
Public Liability and Product Liability Insurance
(version PB 6/06).**

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.

Student Registration Exam Cover Declaration 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.

1. Name of Person undertaking the examination and applying for this insurance:

Firstname

Middlename/s

Surname

2. Mailing Address

Email Address

Phone No.

Fax No.

D.O.B.

3. Details of the where and when examination is being conducted: State/ Location / Institution:

Date

4. Have you ever had an insurer:

(a) Decline a proposal for insurance? No Yes

(b) Impose special terms? No Yes

(c) Decline to renew your insurance? No Yes

(d) Cancel your insurance? No Yes

If "Yes" to any of the above, please provide details:

5. Have you ever been subject to disciplinary proceedings for professional misconduct?

No Yes

If "Yes", please provide details:

9. Limit of Profession Indemnity Required (please check which applies)

\$2,000,000 Professional Indemnity Cover (includes \$10Million Public and Products liability cover)

\$5,000,000 Professional Indemnity Cover (includes \$10Million Public and Products liability cover)

Duration of Cover Required

6 Months 12 Months

*Note that your exam cover policy can be upgraded to full cover once you pass your exams.

Declaration

I hereby declare:

1. That the information submitted in this proposal is true and correct and that I have not suppressed nor misstated any facts.
2. That I have read and understood the Important Notice attaching to this Proposal.
3. I 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 have provided information about another individual (for example, an employee, or client), I 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".
4. I also confirm that the undersigned is 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 complete this Proposal form on their behalf.

To be signed by the Physiotherapist named in this application.

Signature

Date

Please provide at least one phone number contact should we need to clarify or discuss an aspect of your application.

Home

Work

Mobile

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, PO Box 48, Strawberry Hills NSW 2012.
- b) Bank Transfer** – contact us on (02) 8399 1566 or email admin@physiosure.com for our bank details.
- c) Phone** – call Physiobase on (02) 8399 3744 to pay by credit card over the phone. Please scan and email or post the signed proposal form to Physiobase.com

Please see our website www.physiosure.com for the current pricing on student exam cover.



Agent for Insurer

PhysioBase.com Ltd Aust. Branch

ABN 98 740 381 921, Acting as agent of CGU Insurance Ltd
Contact (02) 8399 3744 or admin@physiosure.com



Insurer

CGU Professional Risks

CGU Insurance Limited, ABN 27 004 478 371