



**COMBINED CIVIL LIABILITY MALPRACTICE
(PROFESSIONAL INDEMNITY), PUBLIC AND PRODUCTS LIABILITY INSURANCE POLICY**

PROPOSAL DECLARATION FORM

Summary of Cover

Type of Insurance: **STUDENT EXAM COVER**

This policy provides cover for Physiotherapy Students only in respect of the provision of Physiotherapy undertaken during an examination carried out under the supervision of an appropriate examining body and/or in respect of the provision of Physiotherapy whilst under the supervision and direction of a suitably qualified and registered Physiotherapist.

Combined Malpractice (Professional Indemnity), Public & Products Liability Insurance for Physiotherapy Students residing 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
- 2 Automatic Reinstatements of the Limit
- Competition & Consumer Act (misleading &/or deceptive conduct)
- Public Liability \$10,000,000
- Legal Representation Costs at Coronial Inquiries
- Products Liability

Limit of Indemnity:

Choice of \$2,000,000 or \$5,000,000 Professional Indemnity – All states

All Claims are subject to a \$500 excess.

All Options include 2 Automatic Reinstatements in the event of a Claim.

This policy is non-refundable.

Physiobase Combined Professional Indemnity and Public & Product Liability Insurance (CGU PHY 06-13).

Important Notice Concerning this 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.

Pursuant to the *Insurance Contracts Act* your duty to disclose all relevant information is set out below.

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 matter -

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or, in the ordinary course of our business, ought to know;
- as to which compliance with your duty is waived by us.

You should note that your duty continues after the proposal form has been completed until the policy is entered into, ie 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 non-disclosure 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 :	
2	Mailing Address: Email Address: Phone No.: Fax No.: D.O.B:	
3	Details of the Physiotherapy course currently being studied:	
4	Have you ever had an insurer: (a) Decline a proposal for insurance? (b) Impose special terms? (c) Decline to renew your insurance? (d) Cancel your insurance? If "Yes" to any of the above, please provide details	No / Yes No / Yes No / Yes No / Yes
5	Have you ever been subject to disciplinary proceedings for professional misconduct? If "Yes", please provide details	No / Yes

Declaration

I/WE HEREBY DECLARE:

- That the information submitted in this Proposal is true and correct and that I/We have not suppressed nor misstated any facts.
- That I/We have read and understood the Important Notice attaching to this Proposal.
- 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.

Signed _____

Dated: ____/____/____

Payment Options

After completing the proposal (and assuming you have answered 'No' to all parts of questions 4 & 5):

1. Refer to the premium table on our website www.physiosure.com to calculate the amount payable.
2. Forward payment by one of the following methods online via credit card or post:
 - a. Cheque – make out a cheque payable to Physiobase.com LTD. Please mail it to: Physiobase.com, 501A Elizabeth Street, Surry Hills, 2010 NSW
 - b. Credit Card – complete the credit card details from 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 Master Card AMEX Diners Club Bank Card

Card Number: _____

Expiry Date: _____ Total Cost: \$

Signature: _____ **Date:** ____/____/____

Upon receipt of payment and a satisfactorily completed Proposal form a tax invoice/certificate of currency will be forwarded to the address or email provided on the proposal form.