

Allied Health Practitioners Proposal Form

Combined Malpractice, Public and Products Liability Insurance – effective 31 March 2019

Please complete and return this proposal form via post, email or fax using the contact details on page 6. Upon our receipt of your completed and accepted form, a Tax Invoice detailing your payment options will be sent to you. Before completing this form you must read page 5, as a requirement of the Insurance Contracts Act.

Details of insured (referred to in the proposal as 'you' and 'your')

Dr Mr Mrs Miss Ms

First name Family name

Name of your incorporated Company/Partnership/Registered trading name (if any) owned by you (DO NOT NAME AN EMPLOYER) – Leave blank if no company or business name exists

ABN

Postal address

Suburb State Postcode

Phone Mobile

Email Fax

Preferred communication method Email Post

Modalities

Please state the modalities for which you are qualified to practise and for which you require cover.

This policy only covers approved modalities that you are suitably qualified to practise (as would be defined by the majority of your professional peers) and are supported by qualifications you list on the following page.

Note:

This policy will not cover sports coaching for Professional Athletes, Gymnastics, yumeiho therapy, 'quackery' and any medical professions/ occupations or activities that required formal registration under Commonwealth, state or territory legislation (ie. Nurses, Chiropractors etc). Please refer to aon.com.au/alliedhealth for more information.

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Qualifications

- (a) I accept that it is my responsibility to ensure that the course of study I have undertaken and completed, relates to the modality in which I am seeking insurance cover for. Yes No
- (b) I confirm I hold an appropriate level of education and where applicable, as determined by the relevant professional association or governing body. Yes No
- (c) I accept that it is my responsibility to ensure that i am legally qualified to practise the modality i am seeking cover for and where required, am registered with the appropriate National Board and hold the minimum limit of professional indemnity cover required by such board (i.e. Acupuncture and Chinese Medicine practitioners must be registered with the Chinese Medicine Board of Australia and hold a minimum if \$5 million in cover.) Yes No
- * For the list of National Boards refer to www.ahpra.gov.au*

Qualification Title (e.g. Diploma of Kinesiology)	School/College/University*	Year completed

*If not applicable you will need to provide your teacher's name and their CV/qualifications.

USA Activity

- (a) Do you derive more than 25% of your income from work conducted in the USA Yes No
- (b) Do you have a practice located in the USA Yes No

Limit of Indemnity required (premiums for each limit are detailed on the website and brochure)

Note: cover of \$20,000,000 public and products liability is included with all professional indemnity limits

- \$1,000,000 \$2,000,000 \$5,000,000 \$10,000,000 \$20,000,000

Membership

Are you a full member of a professional body/Association? Yes No

If Yes, please indicate Professional Body/Association.

- | | |
|--|--|
| <input type="checkbox"/> Advanced Association of Beauty Therapists | <input type="checkbox"/> Australian Traditional-Medicine Society |
| <input type="checkbox"/> Australian Acupuncture and Chinese Medicine Association | <input type="checkbox"/> Complementary Medicine Association |
| <input type="checkbox"/> Australian Counselling Association | <input type="checkbox"/> Dieticians Association of Australia |
| <input type="checkbox"/> Australian Hypnotherapists Association | <input type="checkbox"/> Holistic Health Association International |
| <input type="checkbox"/> Advanced Manual Therapy Associates | <input type="checkbox"/> Institute of Registered Myotherapists |
| <input type="checkbox"/> Australian and New Zealand Arts Therapy Association | <input type="checkbox"/> National Herbalists Association of Australia |
| <input type="checkbox"/> Australian Pilates Method Association | <input type="checkbox"/> Oral Health Professionals Association |
| <input type="checkbox"/> Australasia Pacific Play Therapy Association | <input type="checkbox"/> Psychotherapy and Counselling Federation of Australia |
| <input type="checkbox"/> Australian Society of Rehabilitation Counsellors Inc. | <input type="checkbox"/> Other (Please name) |

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Name of Professional Body/Association	Membership Status

Claims/circumstances

If you answer Yes to any of the questions (a), (b), (c), and/or (d) below, please provide details on your separated letterhead. The standard premiums quoted on the brochure may not apply.

- (a) Have any claims or complaints ever been made against you or any of your partners or employees during the past 10 years? Yes No
- (b) Are you aware of any circumstances which may result in a claim against you or any of your partners or employees during the past 10 years? Yes No
- (c) Has any Insurer ever declined, cancelled or imposed special conditions in relation to this type of insurance? Yes No
- (d) Have you ever been subject to disciplinary proceedings for professional misconduct by a professional body or any statutory registration board or been called upon to respond to a complaint? Yes No

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Declaration and Agreement

1. I acknowledge that I have read, understood and agreed to the Notice to the Proposed Insured provided on this application form.
2. I acknowledge that if this application is accepted, the insurance cover will be subject to the terms and conditions as set out in the Policy Schedule and Policy Wording.
3. I declare that the information contained in this application form is true and correct and that I have not suppressed nor misstated any facts.
4. I declare that if I am required to hold registration with a registration board (whether it be a state, territory or national board in which I practice), that I will maintain registration for the term of this insurance policy.
5. I acknowledge that Aon values the privacy of personal information and is bound by the Privacy Act 1988 (Clth) when they collect, use, disclose or handle personal information.
6. I acknowledge that Aon collects personal information to offer, provide, manage and administer the services they provide in accordance with Aon's Privacy Statement. I consent to the use of my personal information for the purposes shown in the Aon's Privacy Statement, and the disclosure of my personal information to, and obtaining personal information from, other parties, including those shown in the Privacy Statement, for any of these purposes.
7. If I have disclosed personal or sensitive information about any other person, I confirm that I have obtained consent from that person to disclose to you their personal or sensitive information and have made them aware that you will or may provide their information to other third parties, including the insurer for any of these purposes, and for the purposes which we or the third parties may use the information for, including those outlined in the Privacy Statement. If I have not obtained consent and authorisation from any other person to disclose their personal or sensitive information to you, I will inform you before providing relevant information.

Signature Date

Date insurance to commence*

Note:
This proposal form can only be actioned once ALL questions have been answered and the above declaration has been signed and dated. If the proposal form is incomplete, no cover will be effected until all of the necessary information is received.

** If you are nominating a date for your insurance, it must be after the date you apply (date signed) but no later than 30 days after.*

OFFICE USE ONLY		<input type="text" value="Date stamp"/>
Inception date	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Total paid	\$ <input type="text"/>	

Important Notices

As your insurance advisor, we want to draw your attention to certain important matters that relate to your insurance.

Binder

In arranging this policy, Aon is acting under a binder agreement from the insurer. When acting under a binder, Aon will be acting under an authority given to it by the insurer and will be effecting the insurance contract as agent of the insurer and not as your agent. Our binder arrangement with the insurer is such that we remain your agent in the handling of any claim.

General Advice Warning

Any information provided about this policy is general in nature and does not take into account your particular objectives, financial situation and needs. Before making a decision, you should carefully consider all information provided to you including the policy wording and comparative table of coverage terms (where provided).

Duty of Disclosure

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance with your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact your Aon Client Manager.

Non-disclosure

If you do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

Changes of circumstances must be notified

It is also important that you advise us of any changes to your business or circumstances (including location change, changes in size or value, increase in number of premises/sites owned or occupied, or nature of business activities) that may occur once you have arranged the insurance so that we can take the necessary steps to make sure that you are adequately insured. A failure to advise the insurer of such changes may prejudice your cover.

Understanding your policy terms and conditions

Please carefully review all documents we give you (including policies and endorsements) containing the terms of your cover (including applicable limits, sub-limits and deductibles and your obligations) to ensure that the cover suits your needs and so you understand and comply with your obligations under your policies. Failure to do this may result in uninsured losses. Please advise us immediately if you notice any mistakes of fact or believe the contents do not address your needs.

Interest of other parties

Your policy may exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded if it is not specifically noted on the policy. Generally, the safest course is always to have all interests in all property insured noted on each policy. If anyone other than you has an interest in property you are insuring, please let us know.

Utmost good faith

Every contract of insurance is based on the principle of utmost good faith, requiring each party to act towards the other party in respect of any matter arising under the contract, with the utmost good faith. If you fail to do so, you may prejudice your rights under the policy and in particular, any claim. This requirement also applies to third party beneficiaries after the policy is entered into.

Privacy

Aon is committed to protecting your personal information in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). We collect, use and disclose personal information to offer, promote, provide, manage and administer the many financial services and products we and our group of companies are involved in as set out in the Aon Privacy Notice. In order to do this, we may also share your information with other persons or entities who assist us in providing or promoting our services as set out in the Aon Privacy Notice. Further information about our privacy practices can be located in the Aon Australia Group Privacy Policy Statement which can be viewed on our website at www.aon.com.au or a copy can be sent to you on request by your Aon representative. Y

ou may also gain access to your personal information, or modify your privacy preferences, by contacting your Aon representative or our Privacy Officer at:

Privacy Officer –

By email: privacyofficer@aon.com.au

By mail: Level 33, 201 Kent Street Sydney NSW 2000

By phone: (02) 9253 7000

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Other

Where your policy contains the following terms and conditions, the following apply:

Claims Made

This means that the policy responds to claims first made against you and notified to the insurer in writing during the period of insurance, provided that the originating act or omission occurred after the retroactive date. Where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts, but before the expiry of the period of insurance, the policy will, subject to its terms and conditions, provide cover even if that claim is made after the expiry of the period of insurance.

Directors' and Officers' Liability, Comprehensive Crime, Professional Indemnity, Superannuation Trustees' Liability policies, Molestation sections and some other liability policies are written on a "Claims Made" basis.

Occurrence Basis

This means that the policy responds to claims on the basis of when the incident occurred or when the injury or damage manifested itself, not when the claim itself was received.

Combined General Liability, Industrial Special Risks, Travel, Aviation, Contract Works, Marine policies and some other policies are written on an occurrence basis.

Average or co-insurance

Property policies and some other policies contain an "average" (sometimes called "co-insurance") clause. This applies if the sum insured of your policy does not cover the full cost of your loss, your claim may be reduced in proportion to the amount of this under insurance. If you do not want average to apply, you must ensure that the level of your insurance is adequate whenever you take out or renew a policy. An average clause may be based on:

- replacement value (i.e. "new for old") in which case you must ensure that your sum insured represents the full cost of replacing the insured property with new property; or
- indemnity value (i.e. "replacement to a similar condition") in which case you must ensure that your sum insured represents the cost of replacing the insured property, taking into account any depreciation.

Non Admission of Liability & Subrogation

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have admitted liability or prejudiced the insurer's

rights of subrogation. This may occur where you are a party to an agreement which excludes or limits an insurer's rights to recover the loss from another party.

Retroactive Date

If the policy has a retroactive date, the policy coverage is limited to acts and omissions that occur or are alleged to have been committed on or after that date. For example, if you have a retroactive date of 1 July 2016, the policy will not cover a claim arising from acts or omission occurring prior to that date. Please ensure that the retroactive date you select is sufficient and that you have no uncovered periods.

Financial Services Guide

Please take the time to read our Financial Services Guide carefully as it contains some very important information about the products and services Aon Risk Services Australia Limited provides. It also explains how we and our representatives may be remunerated and contains details of how we manage conflicts of interest and information about our complaints process.

Retention of remuneration

Please note that we treat our remuneration as fully earned when we issue you with a tax invoice. You agree that we may retain all our commission, fees and other remuneration in full in the event of any mid-term cancellation of a policy or future downward adjustment of premium. You also agree that the insurer and Aon may offset such remuneration from any premium refund you are entitled to.

Waiver of rights

Some policies contain a clause which limits or excludes claims where the insured has limited its rights to recover a loss from another party in circumstances where that other party is responsible for the loss. For example, this may happen where you have entered into a contract which limits the liability which the other contracting party would have been under in the absence of the contract. If you have entered into, or propose to enter into a contract which might limit your right against another contracting person, please let us know immediately.

Sanctions

Aon will not be liable under this Policy to provide indemnity in respect of any payment for or in connection with any Loss or part thereof in respect of any transaction where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or the United States of America.

The Aon Privacy Notice

The Aon Group of companies has always valued the privacy of personal information. When Aon collect, use, disclose or handle personal information, Aon will be bound by the Privacy Act 1988 (Cth) (the 'Act'). This Notice is effective from 1 March 2016.

Why do we collect your personal information?

Aon collect personal information to offer, provide, manage and administer the many financial services and products we and our group of companies are involved in. These include insurance broking and claims management, risk management consulting, and other forms of insurance services (including underwriting of insurance products and reinsurance), employee benefits, premium financing, superannuation and investment advisory services. Aon may also collect personal information for the purpose of conducting analytics processes, to be able to develop and identify products and services that may interest you, to conduct market or customer satisfaction research or to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of our respective products and services.

Aon may collect information about you because we are required or authorised by law to collect it. There are laws and regulations that affect the provision of our many services and products (as more fully described in the Aon Australia Group Privacy Policy Statement ('Aon Privacy Statement')) and require us to collect certain personal information. These laws may include the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), the *Corporations Act 2001* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Insurance Contracts Act 1984* (Cth).

How do we collect your personal information?

Aon will generally collect information directly from you or your agents, unless impracticable or unreasonable to do so. We may collect it from third parties such as our affiliates or employers, claims administrators, insurance companies, insurance brokers or agents, credit organisations, motor vehicle and driver licensing authorities, financial institutions, medical professionals, third parties who may be arranging insurance cover for a group that you are a part of, law enforcement, dispute resolution, statutory and regulatory bodies, marketing lists and industry databases, publicly available sources, etc.

We may also collect personal information from you through the use of cookies when you visit our websites. Cookies are commonly used to make websites work more efficiently, to enrich the user experience, and to serve advertisements based on past visits to the website. Aon makes use of them for those purposes. To prevent these activities, you need to adjust the settings on your browser to refuse all cookies.

Upon your request, we will take reasonable steps to let you know how we have sourced your personal information, unless it is obvious from the circumstances that you would know or would reasonably expect us to have the information (such as where we are dealing with your advisers).

When you give Aon personal information about other individuals, we rely on you to make them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and those third parties will use it for, and how they can access it. If it is sensitive information, we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

What can happen if you don't provide us with your information?

If you do not provide the information we request, we or those involved with the provision of the service or product may not be able to provide the appropriate type or level of service or product.

To whom can we disclose your personal information?

Aon discloses personal information to third parties who we believe are necessary to assist us in providing the relevant services and products to our clients or to enable them to offer their products and services to you. For instance, we disclose personal information to the relevant product provider and their representatives, our agents and contractors and related companies. We may also disclose your personal information to other parts of the Aon Group, both in Australia and overseas, for other purposes, such as analytics.

Where we arrange premium funding to help spread the cost of your insurance premiums over the year, Aon discloses personal information to the premium funder. Disclosure may also be made to any government, law enforcement, dispute resolution, statutory or regulatory bodies in any country, or as required by a country's laws. In addition to our affiliates, we may disclose personal information to third parties such as contractors, agents, suppliers and service providers.

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These affiliates, members of the Aon Group and third parties may be based locally or they may be overseas, including but not limited to the United States of America, the United Kingdom, Ireland, India, Singapore and the Philippines. In circumstances where your personal information is disclosed overseas, Aon will generally take reasonable steps to ensure that we have arrangements in place with such parties that prevent them from using or disclosing personal information for any purposes other than our own. However, by providing your personal information to Aon, you acknowledge that we may not always be able to guarantee that overseas parties are subject to requirements similar to those contained in the Privacy Act and consent to the disclosure on that basis.

If you would like further information about whether your information will be disclosed to overseas recipients, please contact the Privacy Officer at privacyofficer@aon.com

How can I access and correct my personal information or resolve my privacy issues?

If you wish to seek access to or correct the personal information we collected or disclosed about you, please telephone or email your Aon representative. The Aon Privacy Statement contains details about how to make a complaint about a breach of the Act and how we deal with complaints.

If you would like a copy of the Aon Privacy Statement, please telephone or email your Aon representative to request a copy, or access this at our website's privacy section at <http://www.aon.com.au/australia/legal/privacypolicy.jsp>

You can choose not to receive product and service offerings from us (including product or service offerings from us on behalf of our affiliates and business partners) or related bodies, by contacting our Privacy Officer at privacyofficer@aon.com or your Aon representative.

Our contact details

The contact details for our Australian head office are as follows:

Address: Level 33, 201 Kent Street, Sydney NSW 2000

Switchboard: +61 2 9253 7000