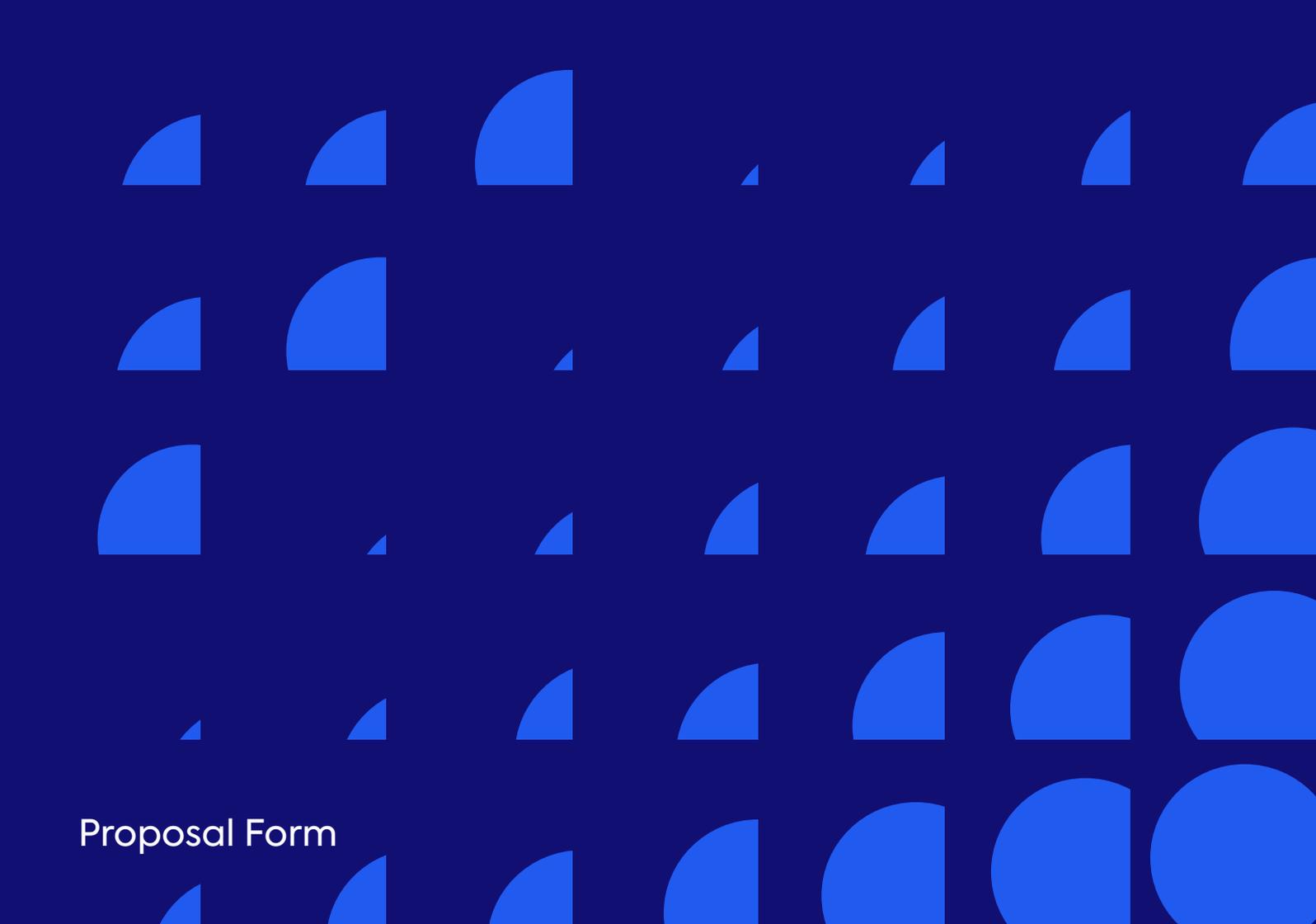


solution.

# Allied & Medical Combined Liability Proposal Form

*(For Individual Allied Health Practitioners & Healthcare Entities)*

Proposal Form



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# Important Information

## Duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

### What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

If you are a natural person, a different duty of disclosure to the one set out above applies to you.

Please contact us so that you can be informed of the duty of disclosure that applies to you.

## Privacy Statement

### What information do we collect and how do we use it?

When we arrange insurance on your behalf, we only ask you for the information we need and we only use the information that we collect for the primary purpose(s) for which we collect it. These are:

- Providing quotes for insurance cover (including obtaining risk carrier confirmation where necessary);
- Issuing insurance policies;
- Handling claims under insurance policies;
- Providing information about insurance matters;
- Dealing with brokers, risk carriers and reinsurers; and
- Operating our business.

This can include a broad range of information ranging from your name, address, contact details, age to other information about your personal affairs including your financial situation, health and wellbeing.

Insurers may in turn pass on this information to their reinsurers. Some of these companies are located outside Australia. For example, if we seek insurance terms from an overseas insurer (e.g. various Underwriters at Lloyd's), your personal information may be disclosed to the insurer. If this is likely to happen, we inform you of where the insurer is located, if it is possible to do so.

When you make a claim under your policy, we assist you by collecting information about your claim. Sometimes we also need to collect information about you from others. We provide this information to your insurer (or anyone your insurer has appointed to assist it to consider your claim, e.g. loss adjusters, medical brokers etc.) to enable it to consider your claim. Again, this information may be passed on to reinsurers.

### What if you don't provide some information to us?

We can only fully arrange your insurance or assist you with a claim, if we have all relevant information. The insurance laws require you to provide us with the information we need in order to be able to decide whether to insure you and on what terms. You have a duty to disclose the information which is relevant to our decision to insure you.

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### **When do we disclose your information overseas?**

If you ask us to seek insurance terms, we may place your business with Lloyd's of London or an overseas insurer located outside Australia. They will require you to disclose information to them to enable them to make a decision about whether to insure you.

We will tell you at time of arranging your insurance if the insurer is overseas and in which country the insurer is located. If the insurer is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will seek your consent before disclosing your information to that insurer.

Disclosing personal information on applications for insurance with various Underwriters at Lloyd's, or with insurers that operate within the companies market, will be permissible because the European Union (EU) data protection laws provide comprehensive protection for the personal information of insureds which is similar to the APPs and you can pursue your rights if there is a failure to comply with those laws.

Australian and overseas insurers acquire reinsurance from reinsurance companies that are located throughout the world, so in some cases your information may be disclosed to them for assessment of risks and in order to provide reinsurance to your insurer. We do not make this disclosure, this made by the insurer (if necessary) for the placement for their reinsurance program.

We may also disclose information we collect to the providers of our policy administration and underwriting systems that help us to provide our products and services to you. These policy administration providers and underwriting systems may be supported and maintained by organisations overseas and your information may be disclosed to those organisations. Please note that The Privacy Act and APPs may not apply to these organisations.

### **How do we hold and protect your information?**

We strive to maintain the reliability, accuracy, completeness and currency of the personal information we hold and to protect its privacy and security. We keep personal information only for as long as is reasonably necessary for the purpose for which it was collected or to comply with any applicable legal or ethical reporting or document retention requirements.

We hold the information we collect from you in a working file, which when completed is securely stored electronically. We scan all paper documents and then shred originals.

We ensure that your information is safe by protecting it from unauthorised access, modification and disclosure. We maintain physical security over our paper and electronic data and premises, by using locks and security systems. We also maintain computer and network security; for example, we use firewalls (security measures for the Internet) and other security systems such as user identifiers and passwords to control access to computer systems where your information is stored.

### **Will we disclose the information we collect to anyone?**

We do not sell, trade, or rent your personal information to others.

We may need to provide your information to contractors who supply services to us, for example to handle mailings on our behalf, external data storage providers or to other companies in the event of a corporate sale, merger, re-organisation, dissolution or similar event. We may also disclose information we collect to the providers of our policy administration and underwriting systems that help us to provide our products and services to you. However, we will take reasonable measures to ensure that they protect your information as required under The Privacy Act.

We may provide your information to others if we are required to do so by law, you consent to the disclosure or under some unusual other circumstances which The Privacy Act permits.

### **How can you check, update or change the information we are holding?**

Upon receipt of your written request and enough information to allow us to identify the information, we will disclose to you the personal information we hold about you. We will also correct, amend or delete any personal information that we agree is inaccurate, irrelevant, out of date or incomplete.

If you wish to access or correct your personal information, please write to our Privacy Officer at Solution Underwriting, as they are responsible for all matters to do with privacy.

We do not charge for receiving a request for access to personal information or for complying with a correction request. Where the information requested is not a straightforward issue and will involve a considerable amount of time, then a charge will need to be confirmed for responding to the request for the information.

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In some limited cases, we may need to refuse access to your information, or refuse a request for correction. We will advise you as soon as possible after your request if this is the case and the reasons for our refusal.

### **What happens if you want to complain?**

If you have concerns about whether we have complied with The Privacy Act or this Privacy Policy when collecting or handling your personal information, please write to our Privacy Officer at Solution Underwriting at the address shown the beginning of this document.

Your complaint will be considered by us through our Internal Complaints Resolution Process. We will acknowledge your complaint within 24 hours and we will respond with a decision within 30 days of you making the complaint. If we need to investigate your complaint and require further time, we will work with you to agree to an appropriate timeframe to investigate. We will provide you with information concerning referring your complaint to the Australian Financial Complaints Authority (AFCA) if we cannot resolve your complaint.

### **Your consent**

By asking us to assist with your insurance needs, you consent to the collection and use of the information you have provided to us for the purposes described above.

### **How to contact us**

If you have a complaint or would like more information, please contact our compliance team on 03 9654 6100 or email [compliance@solutionunderwriting.com.au](mailto:compliance@solutionunderwriting.com.au) or contact the Privacy Officer at our business address at the end of this document.

Our privacy policy and complaints process are available on our website [www.solutionunderwriting.com.au](http://www.solutionunderwriting.com.au).

## **Claims made**

This Proposal may relate to a policy being issued on a claims made and notified basis. This means that the policy only covers claims first made against the Insured during insurance period and notified in writing during the insurance period. The policy does not provide cover for any claims made against the Insured during the insurance period if at any time prior to the commencement of the insurance period the Insured was aware of facts which might give rise to those claims being made against the Insured.

Section 40(3) of the *Insurance Contracts Act 1984 (Cth)* provides that where the Insured gives notice in writing to the insurer during the insurance period of facts that might give rise to a claim against the Insured, the insurer cannot refuse to pay a claim which arises out of those facts, by reason only that the claim is made after the insurance period has expired.

## **Alteration of risk and deregistration**

Any policy issued as a result of this proposal may require you to notify the insurer of any material change in the nature of your business/the risk as outlined in this proposal form. You should check the requirements of the policy in relation to this requirement.

## **Terms used in this proposal form**

The terms, insured, proposer, proposed insured, policy holder and you whenever used in this proposal form (and any addendum/s to this proposal form) shall mean the insured for which coverage is proposed under this proposal form (and any addendum/s to this proposal form).

The term insured has the same meaning in the proposal form (and any addendum/s to the proposal form) as in the policy.

## 1. Proposer Details

Individual practitioner name or healthcare entity name:

Primary practice address:

Phone number:

Email address:

<input type="text"/>	<input type="text"/>
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ABN/ACN:

Please advise the Insured's healthcare services with percentage breakdown (including those provided by subcontractors):

Please note: Beauty Therapists to complete addendum on Page 10-13

Modality/Specialisation	%	Subcontracted out? Yes/No

Please indicate the Insured's qualification(s):

Institution	Degree or qualification	Year obtained

Please provide the details of the Insured's registration below (if applicable):

Licensing/registration body:

Registration number:

Other registration details (where applicable):

Please list any allied health associations/organisations the Insured is a member of:

Has the Insured ever had any of the above registrations or memberships refused, suspended, withdrawn or had conditions imposed at any time? Yes      No

If **YES**, please provide details on a separate sheet.

## 2. Details of healthcare service

Please provide details of the Insured's income/revenue, practitioner and subcontractor numbers:

Year	Dates	Income/Revenue	No. of qualified practitioners	No. of subcontractors	Total employees (excluding subcontractors)
Current year (est.)	20    /20				
Past year	20    /20				

Does the Insured ensure their subcontractors carry their own allied health practitioner policy? Yes      No      N/A

If **NO**, does the Insured require cover for their subcontractors under this policy? Yes      No

Please provide the number of employees by state.

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	Overseas	Total

In respect of gross fees/income for the last financial year, please provide a breakdown by State:  
If start up business please advise estimated percentage below.

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	Overseas	Total
%	%	%	%	%	%	%	%	%	100%

### New South Wales Stamp Duty Exemption:

(tick box if applicable)

The Insured is a CGT small business as defined within the meaning of the Income Tax Assessment Act 1997 (of the Commonwealth) at the time that the contract of insurance is renewed.

Important - only applies to:

- Insureds with turnover in NSW and who meet definition of a CGT small business
- Professional Indemnity and Public and Product Liability Insurance

### 3. Risk management

- Do all allied health practitioners carry the minimum qualifications required? Yes No
- Does the Insured obtain medical history and/or client information before services are provided? Yes No
- Does the Insured maintain accurate and descriptive records of all allied health services rendered, and equipment used in procedures? Yes No
- Is informed consent obtained from each client and documented in their record? Yes No

If **YES**, how often is informed consent obtained?

- Does the Insured have facilities for sterilisation of instruments in accordance with relevant guidelines/standards applying to the Insured's industry? Yes No N/A
- Does the Insured have a written procedure for the reporting of incidents and adverse events? Yes No
- Does the Insured manufacture, alter, repair, repackage or import any products? Yes No

**Please note cover is not automatically provided for importing or manufacturing products**

How much of the Insured's income/revenue is derived from the sale of products?

\$

### 4. Insurance history

- Does the Insured currently hold professional indemnity and/or general liability insurance? Yes No

If **YES**, please provide details:

	Professional Indemnity	General Liability
a. Name of the Insurer		
b. Limit of Indemnity		
c. Deductible/Excess		
d. Expiry date of the Policy		
e. Retroactive date		

- Has the Insured ever had any application for allied health practitioner insurance refused, or, had any allied health practitioner insurance coverage rescinded or cancelled? Yes No

If **YES**, please provide details on a separate sheet.

## 5. Claims experience

Have any claims ever been made, or lawsuits been brought against the Insured?	Yes	No
Is the Insured aware of any errors, omissions, offences, circumstances or allegations which might result in a claim being made against them?	Yes	No
Has the Insured ever been the subject of disciplinary action or investigation by any authority or regulator or professional body?	Yes	No
Has the Insured ever been the subject of a criminal investigation or had criminal charges brought against them? For the purposes of this question, please disregard traffic or minor motor vehicle licensing offences.	Yes	No

If the Insured had answered **YES** to any of the questions in this section, please provide full details and the status of each claim, lawsuit, allegations or matter, including:

- the date of the claim, suit or allegation
- the date the Insured notified their previous insurers
- the name of the claimant(s) and the establishment(s)
- the allegations made against the Insured
- the amount claimed by the claimant(s)
- whether the status is outstanding or finalised
- the amounts paid for claims and defence costs to date

## 6. Limit of Indemnity required

### Part A - Professional Indemnity

- a. \$1,000,000
- b. \$2,000,000
- c. \$5,000,000
- d. \$10,000,000
- e. Other: \$

### Part B - General Liability

- a. \$5,000,000
- b. \$10,000,000
- c. \$20,000,000
- d. Other: \$

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## 7. Declaration

**Signing this Proposal form does not bind the proposer or the insurer to enter into an insurance contract.**

After making appropriate enquiries, I declare that:

- I am authorised on behalf of the prospective Insured(s) to make this Proposal
- I have read and understood the Important Information accompanying this Proposal
- Where I have provided information about another individual, I declare that the individual has been made aware of that fact and of the Solution Underwriting Agency Pty Ltd Privacy Statement
- I authorise Solution Underwriting Agency Pty Ltd to collect or disclose any personal information relating to this insurance to or from other insurers or insurance or credit reference services
- I confirm that the statements and information in this Proposal are true and complete
- I understand that, until a contract of insurance is entered into, I am under a continuing obligation to immediately inform Solution Underwriting Agency Pty Ltd of any change to the information contained in this Proposal
- I acknowledge that, if a contract of insurance is entered into, this Proposal and any accompanying documents will form the basis of the contract
- I accept that it is my responsibility to ensure that the course of study I have undertaken and completed, relates to the modality(ies) for which I am seeking insurance cover
  - a. I confirm I hold an appropriate level of education and where applicable, as determined by the relevant professional association or governing body
  - b. I accept that it is my responsibility to ensure that I am legally qualified and, where required, hold the appropriate registration/accreditation/licence to practice the modality(ies) for which I am seeking cover
  - c. I accept that it is my responsibility to ensure I hold the minimum limit of professional indemnity cover required by any National Board appropriate to the modality(ies) for which I am seeking cover

**Reminder: Beauty therapists are required to complete and sign the addendum on the following pages.**

**To be signed by the Insured for whom this insurance is intended for**

Signature:

Name:

Position:

Date (DD/MM/YY)

# Beauty therapists addendum

Please note: Total of percentages entered must add up to 100%

\* means additional information required below

Activity	%	Subcontracted out? Yes/No
Acid/Chemical peels (up to a strength of 30%) *		
Acid/Chemical peels (greater than 30% strength) *		
Aromatherapy		
Body contouring by electronic devices		
Body piercing (above the navel)		
Body piercing (navel and below)		
Body wrapping		
Caci		
Cellulite reduction by electronic devices		
Cosmetic tattooing		
Cosmetic injectables (Botox/Juvederm/Kybella etc) *		
Cryotherapy (localised only and must be <50% of all treatments undertaken)		
Dermal fillers *		
Diathermy (short wave)		
Ear candling		
Ear piercing		
Electrolysis		
Epidermabrasion		
Epilation		
Epilation (non-laser)		
Exfoliation treatments		
Eyebrow shaping/threading/tinting		

Activity	%	Subcontracted out? Yes/No
Eyelash tinting/extensions		
Facials		
Floatation tank		
Hair removal (laser)		
Hairdressing		
Hot stones		
IPL and other laser treatment *		
Kinesiology (qualified)		
Lymphatic drainage (massage)		
Make up * <ul style="list-style-type: none"> <li>• Permanent</li> </ul>		
<ul style="list-style-type: none"> <li>• Semi-permanent</li> </ul>		
<ul style="list-style-type: none"> <li>• Camouflage</li> </ul>		
<ul style="list-style-type: none"> <li>• Occasional</li> </ul>		
Manicure/Pedicure		
Massage		
Microblading *		
Microdermabrasion		
Mud treatments		
Nail extensions		
Naturopathy		
Oxygen treatment		
Pilates (qualified)		
Platelet rich plasma (or 'vampire facial')		
Podiatry (non-surgical)		

Activity	%	Subcontracted out? Yes/No
Reflexology		
Reiki		
Sclerotherapy *		
Skin analysis		
Skin and micro needling (single use product only)		
Skin photo rejuvenation		
Spa treatments		
Spray tanning		
Steam treatment		
Sugaring		
Tattoo removal (laser)		
Tattoo removal (saline)		
Teeth whitening (non-dental grade) *		
Waxing		
Yoga (qualified)		
Other: (please specify)		

Please answer the below questions if either the Insured, their employees or subcontractors undertake any of the following services:

**Acid/Chemical peels**

Are all solutions used for acid peels no greater than 30% in strength? Yes      No

**Cosmetic injectables  
(including Botox, Juvederm, Kybella, dermal fillers and sclerotherapy)**

Have all individuals providing these services been certified in cosmetic injectables and have at least 2 years' experience? Yes      No

Do any individuals providing these services conduct any off site (or in home) injections or Botox parties (or the like)? Yes      No

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### IPL and other laser treatment

Have all individuals providing laser services been trained by the manufacturer of the device?	Yes	No
Are skin patch tests conducted on all of the Insured's clients prior to any type of laser treatment?	Yes	No
Does the Insured re-conduct skin patch tests on all of their clients post equipment re-calibration?	Yes	No

### Permanent cosmetics (microblading and permanent make up):

Do all individuals performing permanent cosmetic procedures have a minimum of 30 hours training?	Yes	No
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### Teeth whitening

Do all teeth whitening products used not exceed 10% hydrogen peroxide or 25% carbamide peroxide solution strength?	Yes	No
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## Declaration

**Signing this Proposal form does not bind Solution or any insurer to enter into an insurance contract.**

After making full and appropriate enquiries, I declare that:

- I am authorised on behalf of the prospective Insured(s) to make this Proposal
- I have read and understood the Important Information section of this Proposal
- Where I have provided information about another individual, I declare that the individual has been made aware of that fact and of the Solution Underwriting Agency Pty Ltd Privacy Statement
- I confirm that the statements and information in this Proposal are true and complete
- I understand all information requested in the Proposal is material
- I provide consent consistent with the Privacy Statement outlined in the Important Information section
- I understand that, until a contract of insurance is entered into, I am under a continuing obligation to immediately inform Solution Underwriting Agency Pty Ltd of any change to the information contained in this Proposal
- I acknowledge that, if a contract of insurance is entered into, this Proposal and any accompanying documents will form the basis of the contract

### To be signed by the Insured for whom this insurance is intended for

Signature:

Name:

Position:

Date (DD/MM/YY)

**solution.**

Next Level  
Underwriting™

*Any queries, please contact us*

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