



General Practice Nurse Professional Indemnity

PROPOSAL FORM

Important Facts Relating To This Proposal Form

You should read the following advice before proceeding to complete this proposal form.

1. Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of insurance, and if so, on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of any matter: a) that diminishes the risk to be undertaken by the insurer; b) that is of common knowledge; c) that your insurer knows or, in the ordinary course of his business, ought to know; d) as to which compliance with your duty is waived by the insurer.

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim, refuse to pay the claim or may cancel the contract. If your nondisclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

2. Claims Made and Notified Basis of Coverage

The Professional Indemnity Insurance Policy is issued on a 'Claims made and Notified' basis. This means that the Insuring Clause responds to:

a) claims first made against you during the policy period and notified to the insurer during the 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 him/her; and:

b) written notification of facts pursuant to Section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify, are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to policy's period of cover has expired. If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, S40(3) of the Insurance Contracts Act 1984 is set out below; "S40(3) Where the insured gave notice in writing to the insurer of facts that might give rise to 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."

When the policy period expires, no new notification of facts 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. You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

3. Subrogation Waiver

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a liability incurred solely by reason of the Insured entering into a deed or agreement excluding, limiting or delaying the legal rights or of recovery against another.

4. Privacy Statement (Privacy Statement issued: Vero Insurance Limited, 465 Victoria Avenue, Chatswood, NSW 2067.)

The Privacy Act 1988 (as amended) now applies and requires us to inform you that:

Purpose of collection

We collect personal information (this is information or an opinion about an individual whose identity is apparent or can reasonably be ascertained and which relates to a natural living person) for the purposes of: providing insurance services to you, including to evaluate your application, to evaluate any request for a change to any insurance provided; to provide, administer and manage the insurance services following acceptance of an application; to investigate and, if covered, manage claims made in relation to any insurance you have with us or other companies within the same group.

The personal information collected can be used or disclosed by us for a secondary purpose related to those purposes listed above, but only if you would reasonably expect us to use or disclose the information for this secondary purpose. However for sensitive information, the secondary purpose must be directly related to the purposes listed above.

Disclosure

We may disclose your personal information (and receive some personal information from), when necessary and in connection with the purposes listed above, to other companies within the same group, your insurance broker or our agent, Government bodies, loss assessors, claim investigators, reinsurers, other insurance companies, mailing houses, claims reference providers, other service providers, hospitals, medical and health professionals, legal and other professional advisers.

Consequences if information is not provided

If you do not provide us with the information we need we will be unable to consider your application for insurance cover.

Access

You can request access to the personal information by contacting Vero at: Vero Insurance Limited, 465 Victoria Avenue, Chatswood, NSW 2067.

Guidelines to help you complete this Proposal Form

1. Failure to disclose all material information that is likely to influence the acceptance of the risk or the terms applied could invalidate the insurance. If you are in any doubt as to whether any information is material, it should be disclosed.
2. Where the space provided is insufficient for your replies, please provide these separately and attach to this Proposal Form.
3. Reference to Proposer in this Proposal Form means:
 - the entity and all subsidiary entities for whom cover is required
 - the past and/or present employees or principals of the entity; and
 - the directors of the entity and all subsidiary entities for whom cover is required.

If you are unsure of the content of a question or would like assistance with the completion of this form, please call: 07 3426 0440



General Practice Nurse Professional Indemnity

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Proposer's Name: _____

Home Address: _____

Postal Address: _____

Phone: _____

Fax: _____

Email: _____

General Practice Nurse is defined as: Individual who works within a General Practice environment and holds a current practicing certificate; is enrolled to practice in their State or Territory, and has undertaken a bachelor level of education (i.e.: Registered Nurse) or the shorter program of education and is under the supervision of a Registered Nurse (i.e.: Enrolled Nurse).

1 Please choose one of the following, that best describes your activities?

Part Time (up to 20hrs/week) General Practice Nurse Full Time General Practice Nurse Contracted General Practice Nurse

Other - please describe → _____

1a Please specify indemnity level required? \$5,000,000 \$10,000,000

2 Has any insurer, in respect of the risks to which this proposal relates, ever:

a) declined a proposal, refused renewal or terminated an insurance? NO YES

b) required an increased premium or imposed special conditions? NO YES

c) declined an insurance claim by you or reduced its liability to pay an insurance claim in full (other than by application of an Excess)?
 NO YES

Note: If you have answered "YES" to any of the above questions (2a,2b,2c), please provide details below?

3 Has any claim been made against you in respect of the risks to which this proposal relates? NO YES

Note: If you have answered "YES" to the above question (3), please provide details below?

4 Have you incurred any other loss or expense which might be within the terms of this cover? NO YES

Note: If "YES" to question (4) please give details below of what action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss?

5 Are you aware of any circumstances which might:

a) give rise to a claim against you or your predecessors in business or any of the present or former partners, principals, directors, consultants or employees? NO YES

b) result in you or your predecessors in business or any of the present or former partners, directors, consultants, employees, or principals incurring any losses or expenses which might be within the terms of this cover? NO YES

c) otherwise affect the Insurer's consideration of this Insurance? NO YES

Note: If you have answered "YES" to the above question (5), please provide details below?

It is agreed that if, you know of, or should have known of; any facts, circumstances or situations, whether or not disclosed above, any claim/s arising from them will be excluded from this proposed coverage.

DECLARATION

I the undersigned duly authorised person(s) declare that:

- i. I am authorised by each of the Proposers to sign this Proposal Form; and
- ii. the above statements are correct, true and complete; and
- iii. no information material to this Proposal Form has been withheld; and
- iv. I have read the important facts which you have put before me and I understand the advice given in relation to the duty of disclosure; and
- v. I have diligently made all necessary and detailed enquiries in order to comply with the duty of disclosure; and
- vi. I understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and
- vii. I undertake to inform the Insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- viii. I acknowledge that the Insurer relies on the information and representations in this Proposal Form and otherwise made by me in relation to this insurance.

Sign: _____

Date: _____

Name of Proposer: _____