



# MIDWIFE PROFESSIONAL INDEMNITY APPLICATION



**Important Facts Relating To This Proposal Form** - You should read the following advice before proceeding to complete this proposal form.

**NOTE: This policy excludes cover for birthing activities and investigations & official enquiries into birthing activities by a court, tribunal or legally constituted industry or professional board.**

Insurance Marketing Group of Australia Pty Ltd ABN 74 088 790 327 arranges the insurance and Vero Insurance Limited ABN 48 005 297 807 issues the insurance.

## **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 non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

## **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 the expiry of the policy period. 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, section 40(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 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 the 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.

## **Retroactive Date**

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.

## **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 of recovery against another.

## **Privacy Statement**

The Privacy Act 1988 (Cth) (as amended) 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) from or about you, for the purposes of a) identifying you when you do business with us; b) establishing your requirements and providing you with the appropriate product or service including evaluating your application for insurance and any request for amendment to any insurance provided; c) setting up, issuing, administering and managing the insurance provided following acceptance of an application; d) assessing and investigating and, if covered, managing claims made in relation to any insurance you have with us or other companies within the Suncorp group; and e) understanding your needs and improving our financial products and services, including training and developing our staff and representatives.

We may use and disclose your personal information for a secondary purpose related to those purposes listed above, where you would reasonably expect us to sue or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purposes listed above.

## **Disclosure**

When necessary and in connection with the purposes listed above, we may disclose your personal information to, and/or receive some personal information from: a) other companies within the Suncorp group, b) intermediaries including your agent, adviser, a broker, a

representative acting on your behalf, other Australian Financial Services Licensees or our authorised representatives and our agents; c) government bodies, law enforcement or statutory bodies, other insurance companies, reinsurers, financial institutions, insurance and claims reference providers, credit agencies, loss assessors, financiers or investigative service providers; d) mailing houses, customer research organisations; e) legal and other professional advisers; and f) other service providers, hospitals, medical and health professionals.

### **Marketing purposes**

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from Suncorp. Generally, our companies in the Suncorp group will use and disclose your personal information for Suncorp's marketing purposes. We may also use your personal information for the purpose of marketing other products and services of third parties we think may be of interest to you. If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact us and tell us. Please contact us on the details provided on the last page of this Proposal Form.

### **Disclosure of Personal Information Overseas**

Our business is trans-Tasman and therefore we will have instances where for the purposes detailed above we may send your personal information to other companies in Suncorp who are in either in Australia or New Zealand. There are also other instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include a) when you have asked us to do so; b) when we are authorised or required by law to do so; c) when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement; d) certain electronic transactions; or e) it is necessary in order to facilitate a transaction on your behalf.

### **Consequences if information is not provided**

If you do not provide us with the information we need we will be unable to administer your policy or manage any claim under your policy.

### **Access**

You can request access to the personal information we hold about you by contacting a Vero office at one of the addresses shown on the last page of this Proposal Form. In some circumstances we are able to deny your request to your personal information, such as when it is unlawful to give it to you. If we deny your request for access, we will tell you why.

### **Privacy Statement Issued**

Vero Insurance Limited – registered office Level 18, 36 Wickham Terrace, Brisbane, Queensland 4000.

### **Broker acting as agent of Insurer**

In effecting this contract of insurance the broker will be acting under an authority given to it by the Insurer and the broker will be effecting the contract as agent of the Insurer and not the Insured.

### **General Insurance Code of Practice**

Vero Insurance Limited (Vero) has adopted the General Insurance Code of Practice which has been developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, intermediaries and consumers. The Code sets out what insurers must do when dealing with policyholders/the insured. Please contact Vero for more information about the Code, if required.

### **Our Complaints Handling Procedures**

#### **Resolving your complaints**

If you think we have let you down in any way, or our service is not what you expect (even if through one of our agents or representatives), please tell us so we can help. You can tell us by phone, in writing or in person. Should you tell us in writing it will help to send us the full details of your complaint together with any supporting documents and an explanation of what you want us to do. If you would like to come in to talk to us face to face, please call and we will arrange an appointment for a meeting.

#### **What we will do to resolve your complaint**

When you first let us know about your complaint or concern the person trying to resolve your complaint will listen to you, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours. If you are not satisfied with this person's decision on your complaint, then it will be referred to the relevant Operational Manager, who will contact you within 5 working days. Should you not be satisfied with the Operational Manager's decision, then it will be referred to the General Manager (or their delegate). We will send you our final decision within 15 working days from the date you first made your complaint.

#### **What if you are not satisfied with our final decision?**

We expect our procedures will deal fairly and promptly with your complaint. However if you are not satisfied with our final decision there are external dispute remedies such as mediation, arbitration or legal action.

**Please complete and fax this form to 07 3426 0444.**

**Upon review of your application, an invoice will be sent to you via email within one business day for acceptance and payment by Visa, Master Card or Direct Credit / Internet Transfer.**



Name \_\_\_\_\_

Address \_\_\_\_\_

Postal Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**Midwife** is defined as (but not limited to): a qualified natural person who is registered as a 'practicing' midwife with the Nursing and Midwifery Board of Australia or is registered or endorsed to practice midwifery with their relevant state or territory nursing and midwifery regulatory authority.

**Professional Services Description:**

Category A: The provision of antenatal and postnatal care and education services. OR

Category B: The provision of antenatal and postnatal **education only**

*Please Note:* This policy excludes cover for birthing activities AND investigations and official enquiries into birthing activities by a court, tribunal or legally constituted industry or professional board.

**1. Are you a member of the Australian College of Midwives?:**

**YES** – Please complete section below

*Please Note:* **Excess** on policy is \$2,500 (inclusive) **Retrospective Cover** on policy: Inception date of policy

a) Please choose which best describes your proposed activities:

The provision of antenatal and postnatal care and education services (**Category A**)

The provision of antenatal and postnatal **education only** (**Category B**)

*Please Note:* if you are unsure which category best suits you, please call 07 3426 0440 for advice and help on choosing the most appropriate category for your activities.

b) Please choose your required indemnity level

<b>Category A:</b>	<input type="checkbox"/> \$1,000,000 (\$1,405 p/a)	<input type="checkbox"/> \$2,000,000 (\$1,755 p/a)	<input type="checkbox"/> \$5,000,000 (\$2,315 p/a)	<b>OR</b>
<b>Category B:</b>	<input type="checkbox"/> \$1,000,000 (\$980 p/a)	<input type="checkbox"/> \$2,000,000 (\$1,225 p/a)	<input type="checkbox"/> \$5,000,000 (\$1,615 p/a)	

c) Please supply your membership number: \_\_\_\_\_

d) Please specify your preferred annual renewal date:  15<sup>th</sup> of April **OR**  15<sup>th</sup> of October

*Please note:* College members are entitled to a discount on this Professional Indemnity product due to the colleges CPD programs and support mechanisms, as required by the Continuing Competence Framework.

**NO** – Please complete section below

*Please Note:* **Excess** on policy is \$2,500 (inclusive) **Retrospective Cover** on policy: Inception date of policy

a) Please choose which best describes your proposed activities:

The provision of antenatal and postnatal care and education services (**Category A**)

The provision of antenatal and postnatal **education only** (**Category B**)

*Please Note:* if you are unsure which category best suits you, please call 07 3425 0440 for advice and help on choosing the most appropriate category for your activities.

b) Please choose your required indemnity level

<b>Category A:</b>	<input type="checkbox"/> \$1,000,000 (\$1,830 p/a)	<input type="checkbox"/> \$2,000,000 (\$2,280 p/a)	<input type="checkbox"/> \$5,000,000 (\$3,010 p/a)	<b>OR</b>
<b>Category B:</b>	<input type="checkbox"/> \$1,000,000 (\$1,275 p/a)	<input type="checkbox"/> \$2,000,000 (\$1,590 p/a)	<input type="checkbox"/> \$5,000,000 (\$2,100 p/a)	

c) Please specify your preferred annual renewal date:  15<sup>th</sup> of April **OR**  15<sup>th</sup> of October

**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?  Yes  No
- b) required an increased premium or imposed special conditions?  Yes  No

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)?  
 Yes  No

*Please Note:* If you have answered **Yes** to any of the above questions (2 a, b or c), please give details below:

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**3. Has any claim been made against you in respect of the risks to which this proposal relates?**  Yes  No

*Please Note:* If you have answered **Yes** to the above question (3) , please give details below:

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**4. Have you incurred any other loss or expense which might be within the terms of this cover?**  Yes  No

*Please Note:* If you have answered **Yes** to the above question (4), please give details below:

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**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?  Yes  No
- 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?  Yes  No
- c) otherwise affect the Insurer's consideration of this Insurance?  Yes  No

*Please Note:* If you have answered **Yes** to any of the above questions (5 a, b or c), please give details below:

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## DECLARATION

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

- i. I am the Proposer named on 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.

**Signed:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_