



Chiropractors and Osteopaths

Combined medical malpractice and public and products liability insurance

Proposal form 2011-2012

Please return completed proposal form to:

Aon Risk Services Australia Limited
ABN 17 000 434 720
Level 9, 130 George Street, Parramatta NSW 2150

GPO Box 1331, Parramatta NSW 2124

toll free 1800 020 339
fax 02 9633 5257



Notice to the proposed insured

It is a requirement of the Insurance Contracts Act 1984 and the Corporations Act 2001 that the following notices 1, 2, 3, 4, 5 and 6 be brought to your attention before you complete this proposal form.

1. Disclosure of relevant facts

Your 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, that is relevant to the insurer's decision whether to accept the risk of the 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 insurance.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer,
- that is common knowledge,
- that your insurer knows or, in the ordinary course of business as an insurer, ought to know, or
- 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 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.

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (e.g. claims, whether founded or unfounded), or to the magnitude of the risk, is of the utmost importance with this type of insurance. It is better to err on the side of caution by disclosing anything which might conceivably influence the insurer's consideration of your proposal.

2. Claims made and notified policy

This proposal is for a 'claims made and notified' policy of insurance. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover. This policy does not provide cover in relation to:

- events that occurred prior to the retroactive date of the policy (if such a date is specified),
- claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover,
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy,
- claims made, threatened or intimated against you prior to the commencement of the period of cover,
- facts or circumstances which you first became aware of prior to the period of cover, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy, and
- claims arising out of circumstances noted on the proposal form for the current period of cover or on any previous proposal form.

However, 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 cover, the policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of cover.

Upon expiry of the policy no further claims can be made thereunder and the need to maintain insurance or arrangement of run-off cover is essential.

You should familiarise yourself with our standard form of policy for this type of cover before submitting this proposal.

3. 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.

4. Claims notification

If you become aware of a claim or of circumstances that could give rise to a claim in the future, you should notify us in writing immediately, so that we can notify your insurer on your behalf. If you become aware of a claim or of 'circumstances' and your insurer is not notified during the policy period, you could be left uninsured or facing a reduced payout from your insurer in respect of that claim or any future related claim.

5. Average provision

This policy provides that if a payment in excess of the limit of indemnity available under this policy has to be made to dispose of a claim, the insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim. Any surplus will be deducted from claim payments.

6. Subrogation agreements

Where another person would be liable to compensate you for any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, the insurer will not cover you under the policy for any such loss or damage.

Aon's Privacy Statement

Aon has always valued the privacy of personal information. If you would like a copy of our Privacy Policy, you can contact us or access it from our website at www.aon.com.au.

**For more information
call one of our experts
in Aon's chiropractors'
and osteopaths'
insurance team.**

Chiropractors and osteopaths. Proposal form

2010/2011 – for new policies and policies expiring January 2010

Combined medical malpractice and public and products liability insurance

Please complete and return this proposal form to Aon Risk Services Australia Ltd,
GPO Box 4189, Sydney NSW, 2000.

If you are faxing your proposal form, please do not send the original. Fax 02 9253 7290. Phone 1800 020 339

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

Your name

Mr Mrs Miss Ms

First name Family name

Company name **OWNED BY YOU ONLY** (includes *pty ltd companies, partnerships and trading names*)

Contact Person

Mr Mrs Miss Ms

First name Family name

Postal Address

Suburb State Postcode

Mobile Fax

Email

Practice Address

(If you have more than one practice address please attach all details on a separate sheet.)

Suburb State Postcode

Phone Fax

Email

2. ABN

3. Date business established

4(a) Are you engaged in or likely to start engaging in any other professional services that would fall outside the scope of what COCA would deem to be a standard chiropractic or osteopathic treatment?

Yes No *If Yes, please provide full details*

(b) Are you qualified to perform the above activities? Yes No

5. Do your activities extend, or have they ever extended outside of Australia and New Zealand?

Yes No *If Yes, please provide full details.*

6. (a) Are you a registered Chiropractor? Yes No

(b) Are you a registered Osteopath? Yes No

(c) Are you a Mobile Practitioner? Yes No

(d) Are you a First Year Practitioner? Yes No

7. (a) Are you a member of the Chiropractic & Osteopathic College of Australia (COCA)? Yes No

(b) Are you a member of the Chiropractors Association of Australia (CAA)? Yes No

8. (a) Have you completed COCA Risk Management Modules 1,2 and 3? Yes No

(b) Do you have COCA "Certified Practising Member" (CPM) status? Yes No

9. (a) Do you work less than 20 hours? Yes No

(b) If yes, is your income less than \$75,000 per annum? Yes No

10. (a) Do you use high velocity thrust techniques when manipulating the cervical spine? Yes No

(b) If Yes, do your techniques involve neck rotation greater than 45 degrees? Yes No

11. Please provide the approximate details of the percentage of your income/fees derived from each state/territory and overseas.

NSW	VIC	QLD	SA	WA	TAS	NT	ACT	O/Seas
%	%	%	%	%	%	%	%	%

12. Limits of indemnity *(please tick the relevant box for limit of cover required)*

\$2,000,000 \$5,000,000 \$10,000,000

13. Insurance details

(a) Are you currently insured?

Yes No

(b) With which company?

(c) For what limit of indemnity?

(d) When does the cover expire?

(e) Expiring premium?

14. (a) Are you aware of the symptoms potentially associated with vertebrobasilar insufficiency (VBI)

Yes No

(b) Are all patients, prior to carrying out the procedure, made aware of the potential dangers and/or risks associated with spinal manipulation?

Yes No

(c) Do you currently obtain a signed consent form from all patients which acknowledges that the patient has been made aware of the potential dangers and/or risks, associated with spinal manipulation, prior to carrying out the procedure?

Yes No

(d) If you have answered No to question (c), are you prepared as a condition of this insurance, to obtain a signed consent form which acknowledges that the patient has been made aware of the potential dangers and/or risks associated with spinal manipulation, prior to carrying out the procedure?

Yes No

15. (a) Do you perform an appropriate history and clinical examination in order to identify patients at increased risk of VBI or other complications associated with manipulation of the cervical spine?

Yes No

(b) Do you carry out a thorough physical examination and testing prior to treatment of each patient?

Yes No

16. Claims/Circumstance

(a) Have any claims or complaints ever been made against you?

Yes No

(b) Are you aware of any circumstances which may result in a claim against you?

Yes No

(c) Has any insurer ever declined, cancelled or imposed special conditions in relation to liability insurance?

Yes No

(d) Have you ever been subject to disciplinary proceedings for professional misconduct by a professional society of any statutory registration board?

Yes No

(If You have answered Yes to any of questions 16. (a), (b), (c) and/or (d), please provide full details on a separate sheet. The standard premiums quoted on the information sheet may not apply.)

DECLARATION AND AGREEMENT

1. I/We acknowledge that I/We have read the Notice to the proposed insured included with this form, and I/We understand those notice. I/We acknowledge that if the proposal is accepted, the insurance cover will be subject to the terms and conditions as set out in the policy wording.
2. I/We declare that the information contained in this proposal form is true and correct and that I/We have not suppressed nor mis-stated any facts.

Signature of Insured

Date signed

Note: This proposal form can only be actioned once ALL questions have been answered and the above declaration has been signed and dated. Acceptance is also subject to underwriting guidelines.