



## MALPRACTICE & GENERAL LIABILITY INSURANCE SCHEME (NATURAL THERAPISTS)

**SCHEME PERIOD OF COVER: 31 MARCH 2020 to 31 MARCH 2021**

Complete and sign this application. If someone else has completed the application for you, check that it sets out the cover you require, that the answers to the questions are correct and that you have told us everything we need to know before you sign.

Please contact JUA for clarification if you have any questions about this application form. You will be bound by the answers which you give and by the information provided by you in this application. Therefore, it is in your interest to make sure that all the information is correct and properly understood. If there is insufficient space to provide any answer, attach a separate sheet with all the necessary information.

This policy offers combined Malpractice & General Liability insurance.

This scheme runs from the 31 March 2020 to 31 March 2021. You can join at any time during the year.

**Please advise requested commencement date of this insurance \_\_\_\_\_.**

(This will be subject to underwriters approval, payment of premium and written confirmation)

POLICY COVERAGE SUMMARY	
<b>SECTION 1 - MALPRACTICE</b>	The Malpractice policy provides protection up to the limit of indemnity shown in the schedule for negligence claims made against you in the conduct of your profession.
Limit of Indemnity	There are optional limits of indemnity available as shown in the proposal form.
Excess	Minimum excess of \$500 applies to each & every claim.
Extensions	As per the policy wording and including "Trade Practices Act"
Policy Wording	JUA Malpractice (Natural Therapists) Policy Wording
Retroactive Date	Cover is available for any period that there has been continuous insurance, excluding any known claims or circumstances.

<b>SECTION 2 - GENERAL LIABILITY</b>	The General Liability policy insures you against personal injury or property damage suffered by a third party due to your negligence (i.e. slippery floor, faulty exercise equipment, damaged electrical, defective furnishings etc.)
Limit of Indemnity	There are optional limits of indemnity available as shown in the proposal form.
Excess	Minimum excess of \$500 applies to each & every claim.
Extensions	Libel & Slander, Loss of Documents, Trade Practices Act, Coronial Enquiries, Dishonesty of Employees, Laser Therapy (Using Class 1 as approved), Blending of Natural Remedies.
Exclusions	Solarium Exclusion, Sexual Molestation Exclusion, Steroid Exclusion
Policy Wording	JUA Public & Products Liability (Natural Therapists) Policy Wording

Terms & conditions as well as the exclusions for both policies are as per the policy wordings that are available upon request from JUA Underwriting Agency Pty Ltd



SECTION 1 – DETAILS OF THE APPLICANT						
1. FULL LEGAL NAME					D.O.B	
2. TRADING NAME						
3. ABN		GST REGISTERED	<input type="checkbox"/> Yes <input type="checkbox"/> No	INPUT TAX CREDIT		%
4. CLINIC ADDRESS (BUSINESS PREMISES)						
	SUBURB		STATE		POSTCODE	
5. POSTAL ADDRESS						
	SUBURB		STATE		POSTCODE	
6. CONTACT DETAILS	PHONE (BUS) NO.		MOBILE NO.			
	EMAIL					
7. DATE BUSINESS ESTABLISHED						
8. PROFESSIONAL ASSOCIATION	a) Are you a member of a professional association (i.e. ANTA)?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
	b) Association Name					
	c) Membership Number					
	If No, please provide copies of ALL relevant qualifications					
9. PRACTITIONERS  <small>(This policy does <b>NOT</b> cover liability for locums you may engage. These persons will require their own Malpractice &amp; Liability insurance)</small>	Please provide details for each Principal / Partner / Director & Employee to be covered under this policy (including yourself).					
	<b>Name</b>	<b>Qualifications</b>		<b>Year Obtained</b>		
10. BUSINESS DESCRIPTION	Please provide a full and clear description of ALL activities in which you engage.					

SECTION 2 – INSURANCE DETAILS						
11. PREVIOUS INSURANCE	Have you previously been insured for Malpractice & Liability?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If YES, please provide:					
	Name of Insurer		Policy Expiry Date			
12. COVER REQUIRED	Please advise limit of cover required:					
	1. Malpractice	\$1M <input type="checkbox"/>	\$2M <input type="checkbox"/>	\$3M <input type="checkbox"/>	\$5M <input type="checkbox"/>	\$10M <input type="checkbox"/>
	2. General Liability	\$1M <input type="checkbox"/>	\$2M <input type="checkbox"/>	\$3M <input type="checkbox"/>	\$5M <input type="checkbox"/>	\$10M <input type="checkbox"/>
	Other (please advise)					
13. CATEGORY	Please tick which category you believe best suits your business activities:					
	Category 1.	Chiropractors (non-manipulative) & Osteopaths				<input type="checkbox"/>
	Category 2.	Naturopaths, Acupuncturists, Homeopaths, Traditional Chinese Herbalism & Medicine, Ayurvedic Medicine, Nutrition, Herbal Medicine.				<input type="checkbox"/>
	Category 3.	Remedial Therapists, Oriental Remedial, Aromatherapy, Massage, Alexander Technique.				<input type="checkbox"/>



SECTION 3 – ADDITIONAL INFORMATION			
<b>14. ADDITIONAL INFORMATION</b>	a)	Are all goods sold or supplied by you in sound condition and comply with all statutory obligations and by-laws or regulations imposed by any public authority for the safety of persons and property?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b)	Are your premises, furnishings, fittings, floor coverings, appliances and plant in sound condition and comply with all statutory obligations and by-laws or regulations imposed by any public authority for the safety of persons and property?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If NO to either a) or b) above, please provide details:		
	c)	Will you or any of your employees provide treatment away from the clinic/s at any time?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If YES, please state the percentage of time away from the clinic			%

SECTION 4 – CLAIMS & DISCLOSURE INFORMATION			
After full enquiry, are you aware of any:			
1.	Claim having been made against you, any of the practitioners employed by you or any of your business partners?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.	Circumstances which could give rise to a claim against you, your employees or business partners in the future?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.	Have you ever had any insurance declined, cancelled, renewal refused, special conditions imposed or a claim rejected?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.	Have you ever been declared bankrupt or put into receivership or voluntary liquidation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.	Have you ever been charged or convicted of any criminal offence?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If YES, to any of the above please provide details:			

**GENERAL INFORMATION**

**JUA UNDERWRITING AGENCY PTY LTD**

In accordance with the Insurance (Agents and Brokers) Act 1984, JUA gives notice that this insurance contract is effected under an authority given to JUA as an agent of the underwriters and not the insured.

**UNDERWRITERS**

“Certain Underwriters at Lloyd’s” (Lime Street London EC3M 7HA ENGLAND) or APRA approved Australian Underwriters.

**PRIVACY STATEMENT**

Lloyd’s and its agents are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 (the Act) and will be covered by the General Insurance Information Privacy Code (the Code). These set basic standards relating to the collection, use, disclosure and handling of personal information.

“Personal information” is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

Information will be obtained from individuals directly where possible. Sometimes it may be collected indirectly (e.g. from your representatives).



Only information necessary for the arrangement and administration of Lloyd's business by Lloyd's, its agents and their representatives will be collected. This includes information necessary to accept the risk, to assess a claim, to determine competitive and appropriate premiums, etc.

Lloyd's and its agents disclose personal information to third parties, who they believe are necessary to assist them in doing the above. These parties will only use the personal information for the purposes we provided it to them for (or if required by law).

When you give Lloyd's and its agents personal information about other individuals, we rely on you to have made or 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 the third parties we disclose it to 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 or will not do either of these things, you must tell us before you provide the relevant information.

You are entitled to access your information if you wish and request correction if required. You may also opt out of receiving materials sent by Lloyd's by contacting JUA Underwriting Agency Pty Ltd telephone on: (02) 8272 4800.

## IMPORTANT INFORMATION

### DUTY OF DISCLOSURE

Before you enter into a contract of general insurance, you have a duty under the Insurance Contracts Act 1984 to disclose everything you know, or could reasonably be expected to know, that is relevant to the decision to insure you and the terms of the insurance. It applies to each person and/or party insured. You have to fulfil your duty by checking that all questions are answered honestly and tell us about everything else you think may affect our decision to accept your proposal.

If you are not sure if something is relevant to this insurance, you should tell us anyway. But you don't have to tell us about things that reduce the risk; are common knowledge; we already know in the course of our business or we indicate we don't want to know.

If you fail to tell the insurer everything you know is relevant to this insurance then the Insurer may refuse or reduce a claim, cancel your policy or in the event of fraud, treat your policy as never having operated.

If you are registered for GST purposes, you must tell us your Australian Business Number (ABN). You should have provided this information in Section 1 of the proposal form. If you do not tell us your entitlement to input tax credits on your insurance premium, or you tell us the incorrect entitlement, you may be liable to pay GST on any claims settlements.

### CLAIMS MADE CONTRACT (PROFESSIONAL INDEMNITY)

If we accept your application, the professional indemnity component of your policy will be on a claims made basis. This means that the policy will respond to:

- a) Claims that are made against you and reported to us during the period of insurance
- b) Any circumstances of which you become aware during the period of insurance which could or does give rise to a future claim that you inform us of in writing, as soon as practicable and within the period of insurance.

The policy will not cover you for liability resulting from any claim, matter or occurrence or circumstance that arise from any act, error or omission:

- a) Committed, or alleged to have been committed prior to the retroactive date, if any specified in schedule, or
- b) Which you were aware before the commencement of the period of insurance; or
- c) That is excluded in the policy wording.

### SUBROGATION RIGHTS

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

### CONTRACTUAL OBLIGATIONS

Take care to avoid entering into contracts in which you assume obligations above and beyond what the law would otherwise impose on you. We will NOT cover you for any claims in such circumstances.

### PARENTAL PERMISSION SLIP

When undertaking any activities with children we require that you forward a copy of the parental permission slip that would be signed by at least one of the child's parent(s) or legal guardian(s). We also request that these slips are completed before children undertake any activities.



**DECLARATION**

I/we acknowledge and declare that:

- I/we have read and understand the above Important Notices, the Policy Wording and the questions in this Application.
- If the Application is accepted, the insurance will be subject to the terms and conditions set out in the policy wording and most current schedule or as otherwise varied by JUA in writing and agreed to be me/us.
- The information contained in this Application (including any attachments) is true and correct in every particular and JUA will rely on this information in deciding whether to provide cover and on what terms.
- Any of the answers not in my own handwriting have been checked by me/us and are correct.
- I/we hereby authorise JUA to obtain provide information or documents in relation to insurance, related matters, claims history from or to another insurance company or an insurance reference bureau or similar organisation.

**Signature of Applicant**

**Date:**

**Printed Name**

**Position:**

\_\_\_\_\_

\_\_\_\_\_

*Please return completed proposal form to:*

**JUA UNDERWRITING AGENCY PTY LTD -  
 Attn: Schemes Department**

Phone: (02) 8272 4800

Fax: (02) 9247 2411

Email: [sstanley@jua.com.au](mailto:sstanley@jua.com.au)

Street: Level 7 / 491 Kent Street, Sydney NSW 2000

Postal: Suite 194, 41/464-480 Kent Street, Sydney NSW 2000

Website: [www.jua.com.au](http://www.jua.com.au)