Alternative/Complementary Medicines and Therapies and Beauty Therapies Insurance

Proposal Form

Underwritten by:

W R Berkley INSURANCE AUSTRALIA

Scenar Therapists Association Australasia Inc.

Closer to clients
Closer to communities®

OAMPS Insurance Brokers

Natural Therapies Insurance
Proposal Form

IMPORTANT NOTICES

DUTY OF DISCLOSURE

Before entering into a contract of general insurance, you have a duty, under the Insurance Contracts Act 1984 (Cth), 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 about insuring you and if so, on what terms.

Your duty does not require disclosures of matters:

- That diminish the risk;
- That are of common knowledge;
- That the Insurer knows, or in the ordinary course of its business as an insurer, ought to know;
- As to which compliance with your duty of disclosure is waived by the Insurer.

You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce its liability under the policy in respect of a claim or may cancel the policy. If your no-disclosure is fraudulent the Insurer may avoid the policy from its inception. This is why it is vital that enquiry must be made of all relevant principals, directors, employees, contractors, and subsidiaries before this Proposal is signed by or on behalf of the prospective Insured.

UTMOST GOOD FAITH

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other with the utmost food faith. Failure to do so on your part may prejudice any claim of the continuation of cover provided to the insurer.

CHANGE OF CIRCUMSTANCE

It is vital that you advise us of any departure from your "normal" form of business (i.e. the business details that have been advised to your Insurer). For example, any change to business activities, ownership, acquisitions, changes in location, or new overseas activities.

SUBROGATION

You may prejudice your rights with regard to a claims if, without prior agreement from the Insurer, you make an agreement with a third party that will prevent the Insurer from recovering the loss from that party of another party.

UNDER INSURANCE

Your property is insured for reinstatement and replacement costs and as such the Insured amounts should represent the full replacement value at new costs. If this is not done any claim you make for these costs may not be paid in full.

BINDING AUTHORITY

In effecting this contract of insurance OAMPS Insurance Brokers is or will be acting under an authority given to it by W. R. Berkley Insurance Australia to effect the contract. OAMPS Insurance Brokers will be effecting the contract of insurance as agents of W. R. Berkley Insurance Australia and not of you as the Insured. OAMPS Insurance Brokers is authorised to provide Professional indemnity, Public and Products liability, Legal expenses and Property insurance under the authority.

IMPORTANT: Any decision to offer insurance cover is based on the information you provide us in this proposal form.

PERIOD OF COVER: We will commence your insurance policy upon receipt of this completed proposal form and subject to no outstanding issues. Otherwise, please state your commencement date: _____ / _____ / _____ (4pm local time)

DETAILS OF THE INSURED

Full Name: _____ Date of Birth: _____ / _____ / _____

Trading Name (if applicable): _____ ABN: _____

Name of Association: _____

Membership Number: _____ Level of Membership: _____

Mailing Address: _____ Post Code: _____

Phone: _____ Mobile: _____ Fax: _____

Email Address: _____ Website: _____

MODALITY(S) - ACCREDITED BY THE ABOVE ASSOCIATION

Modality(s)	If a beauty modality please advise the % of your working time

MODALITY(S) - NOT ACCREDITED BY THE ABOVE ASSOCIATION (FOR WHICH COVER IS BEING SOUGHT)

Please attach copies of qualifications for all modality(s) listed below that are not accredited by your association and for which cover is being sought.

Modality(s)	Qualifications	% of time practiced	Where and When Obtained	Accrediting Association (if any)

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PRACTITIONERS EMPLOYED BY YOU

Do you employ other practitioner(s) that you require your policy to insure? Y ☐ N ☐

If yes please provide full details below and attach copies of certificates/qualifications for Modalities not accredited.

Please attach copies of qualifications for all modality(s) listed below that are not accredited by your association and for which cover is being sought.			
Name of Practitioner	Name of Practitioner's Association, Membership number & Level	Modality(s) Accredited by Practitioner's Association	Modality(s) NOT Accredited by Practitioner's Association (for which cover is being sought)

TEACHER TRAINING

Are you a recognised training provider who teaches students to become practitioners? Y ☐ N ☐

If yes, where do you conduct your training seminars? _____

If yes, what qualification do you provide to students? _____

If yes, what percentage of your average working week would be spent teaching? _____ %

PRODUCTS

Are you qualified to sell/dispense/produce all the products which you provide? Y ☐ N ☐

If no, please list any products you are not qualified to provide: _____

What is the estimated annual turnover from products you sell, dispense or produce? $ _____

Are you selling/exporting product to the USA/Canada, even if via the internet? Y ☐ N ☐

(Your policy will not cover you for bodily injury or property damage occurring in the United States of America, Canada or their dominions or protectorates)

PREMISES AND BUILDING

Do you own the premises where the practice is situated? Y ☐ N ☐

If yes, is it used for purposes other than yours? Y ☐ N ☐

If yes, please provide details: _____

_____

If yes do you rent rooms to other practitioners, do they have their own insurance? Y ☐ N ☐

OPTIONAL EXTENSION FOR CONTENTS AND STOCK

Do you wish to take out option cover for any of your business contents and/or stock? Y ☐ N ☐

If yes, what is the total replacement value of your contents and/or stock? $ _____

Please describe items and detail separately all items with replacement value exceeds $1,000	
Item description	Replacement value ($)

This section will incur an additional premium of approximately $25 per $1,000 sum insured.

(If a number of items are the same or similar then they will constitute one item for purposes of the policy. This means if the value of all the same or similar items when aggregated is over $1,000 then a description of them needs to be provided)

OPTIONAL EXTENSION FOR LEGAL EXPENSES

Do you wish to take out the optional extension for the legal expenses? Y ☐ N ☐

If yes the additional premium is $40 (plus government charges, GST and Stamp Duty)

The policy automatically pays legal expenses for claims covered by the policy. This option provides additional benefits.

(This section provides $25,000 in total in respect of legal costs and expenses arising from specific events, namely disputes about: Employment Contracts, Employers Prosecution Defence, Contracts, the Trade Practices Act, your Right to Practice and Attendance for jury service). Please refer to our Guidance Note and the Policy Wording for full details of this Section.

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OPTIONAL ACCIDENTAL DEATH AND DISABLEMENT AND WEEKLY ACCIDENT AND SICKNESS INSURANCE

Are you a natural therapy practitioner who is aged between 18 and 60? Y ☐ N ☐

A) Do you require a policy which pays a lump sum amount if you die or are permanently injured? Y ☐ N ☐

B) Do you require a policy which also pays a weekly income if you suffer a temporary injury? Y ☐ N ☐

C) Do you require a policy which also pays a weekly income if you become sick? Y ☐ N ☐

If yes, please indicate the option you require - select one option:

A) Accidental Death & Disablement

$30,000 sum insured	$115 total premium	Y ☐
$75,000 sum insured	$195 total premium	Y ☐

B) Accidental Death & Disablement and Weekly Accident Benefit of 85% of Earnings up to $600

$30,000 sum insured/$600 per week	$260 total premium	Y ☐
$75,000 sum insured/$600 per week	$360 total premium	Y ☐

C) Accidental Death & Disablement and Weekly Accident & Sickness Benefit of 85% of Earnings up to $600
(a proposal form will need to be completed prior to confirmation that the sickness benefit can be included)

$30,000 sum insured/$600 per week	*To be quoted*	Y ☐
$75,000 sum insured/$600 per week	*To be quoted*	Y ☐

Please refer to our Guidance Note, the Product Disclosure Statement and the Policy Wording for full details of this insurance.

INSURANCE PREVIOUS AND FUTURE

Are you currently insured for your business? Y ☐ N ☐

If yes, who is your current insurer? _____

What is the original inception date of the policy? _____ / _____ / _____

What is the expiry date of the policy _____ / _____ / _____

LIMITS OF COVER

What limits of indemnity do you require? Please select for each section

Public Liability $10million ☐ $20million ☐

Professional Indemnity and Products Liability $1million ☐ $2million ☐ $5million ☐ $10million ☐

FEEDBACK

Where did you hear about OAMPS Ltd? Please state briefly: _____

CLAIMS QUESTIONS

After full enquiry, are you aware of any:

a). Claim having been made against you, any of the practitioners employed by you or any of your business partners? Y ☐ N ☐

b). Circumstances which could give rise to a claim against you, your employees or business partners in the future? Y ☐ N ☐

c). Have you ever made a claim for property loss or damage in respect of which cover is being sought? Y ☐ N ☐

d). Have you ever had any insurance declined, cancelled, renewal refused, special conditions imposed, special excess imposed or a claim rejected? Y ☐ N ☐

e). Have you been declared bankrupt or put into receivership of voluntary liquidation? Y ☐ N ☐

f). Have you been charged or convicted of any criminal offence? Y ☐ N ☐

If you have answered yes to any of the above questions please provide full details:

_____

_____

_____

ADVICES

After enquiry, I declare that:

1. I have made all necessary enquiries into the accuracy of the responses given in this Proposal.
2. The statements and particulars given in this Proposal are true and complete, and no material facts have been omitted, misstated or suppressed.
3. Should any of the information given by me alter between the date of this Proposal and the inception date of any Insurance Policy, I will give immediate notice thereof to Insurer(s) via OAMPS, and I agree that Insurer(s) may alter or withdraw the terms that they have offered.
4. I agree that if there are any changes during the Policy Period to the modalities I want covered I will promptly notify Insurer(s) via OAMPS.
5. I have read and understood the Important Notices contained in this Proposal.
6. I agree that this Proposal, together with any additional information contained in an appendix or attachment, will form the basis of the contract of insurance effected by Insurer(s).
7. I agree that submitting this Proposal for the purposes of obtaining a quotation does not bind Insurer(s) to complete an Insurance Policy.
8. I will provide Insurer(s) with notice via OAMPS as soon as practicable of any fact or circumstance that might give rise to a Claim and furnish all relevant documentation to Insurer(s) in the investigation or defence of any Claim.
9. Insurer(s) are hereby authorised to make any investigation and enquiry in connection with this Statement of Fact that they deem necessary.

Signature of the Insured(s): _____ Date: _____ / _____ / _____

(If applicable) _____ Date: _____ / _____ / _____

_____ Date: _____ / _____ / _____

_____ Date: _____ / _____ / _____

Natural Therapies Insurance
Frequently Asked Questions

What is "Combined Liability"?

This policy combines three types of liability insurance - professional indemnity (also known as malpractice), products liability and general public liability - and tailors them to meet the needs of practitioners involved in the alternative/complementary medicine and natural therapies profession. OAMPS extensive experience in this field has lead us to develop this specialised combined policy.

What does the policy cover?

The policy covers your legal responsibility to pay damages and legal expenses arising from personal injury to a third party, or damage to their property, arising from your business or occupation as listed on your policy. This includes:

- liability arising from breaches of your professional duties including advice, treatment, diagnosis, prescribing and dispensing;
- liabilities arising from goods manufactured, sold or supplied;
- liabilities arising from actions of your employees whilst carrying out their duties;
- unintentional libel or slander being a breach of professional duties; and
- your liabilities as a tenant of rented premises.

There are three distinct sections of the combined policy that cover different 'risks' associated with your practice:

1. Professional Indemnity covers your legal liability to pay compensation for personal injury to third parties or damage to their property, and financial loss arising out of any act, error or omission:
   - in the provision of professional advice;
   - in the provision of professional treatment; and
   - in the provision of any other professional service which may be rendered in the course of the business and for which you are properly qualified.

This type of cover may also be known as Professional Indemnity, Errors and Omissions, or Malpractice.

2. Products Liability covers your legal liability to pay compensation for personal injury to third parties or damage to their property, and financial loss arising out of any "product" once they have passed out of the control of the practitioner. A very important aspect of this section for practitioners is that it is not restricted to simply covering goods sold or supplied. It also provides coverage for liability arising out of products manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed.
3. General Public Liability covers your general legal liability attaching as a result of carrying on the business. Examples of the type of liability include matters such as:
   - defective furniture, such as a table or chair collapsing and causing injury;
   - a threadbare carpet causing someone to slip on the stairs; or
   - fire damage to leased premises for which the Practitioner may be responsible under the Lease or at Common Law.

Who can be covered?

- In the policy wording, you will see many references to the "Insured". The definition of the "Insured" includes
- You;
- Your employees including administrative staff and up to four multi-practitioners practicing modalities approved under the scheme.

Contractors (as distinct from employees) are not eligible and need to make their own insurance arrangements.

What are the "Limits of Liability"?

There are several optional Limits of Liability (i.e. the amount up to which the Insurer will cover the costs) available for you to choose from as detailed in the following table. "Modalities" refers to the different types of alternative medicine employed by the practitioner/s or business. Some carry greater risks and therefore have higher premium costs.

Different Limits apply to the different sections of the policy:

- The Limit applicable to Public Liability applies in full to each and every claim you may have during the year, irrespective of the number of claims.
- The Limit applicable to Products Liability including Professional Indemnity also applies to each claim, but is restricted to the Limit of Liability in total for all claims during any one policy year. However, Insurers have agreed to provide one Automatic Reinstatement of the Policy Limit during any one year at no additional cost.

Legal expenses, subject to the Insurers approval, incurred in defence of a claim against you are paid in addition to the Limit of Liability.

What alternative medicine methods are covered?

The combined policy caters for over 200 different modalities, for example:

Counselling, psychology, Reiki, NLP, life coaching, group work and hypnotherapy.

Optional limits of liability		Premiums including all charges
Public Liability	Professional Indemnity including Products Liability	$
$10,000,000	$1,000,000	210.00
$10,000,000	$2,000,000	237.00
$10,000,000	$5,000,000	277.00
$10,000,000	$10,000,000	326.00
$20,000,000	$5,000,000	317.00
$20,000,000	$10,000,000	366.00

NOTE- please do not send any money as these are indicative premiums only and will vary depending on the state you are located in

All the modalities you practice which are accredited by your Association, other than Spinal Manipulation, will be covered under your policy and itemised on your Policy Schedule. Additional modalities can be included on verification of qualifications and their acceptance by the Insurer.

What's the difference between "Occurrence-based" cover and "Claims Made" cover?

The combined policy is the "occurrence" based type. This means that you are covered for any incidents that occurred while the policy was in force, even if the claim is not made until some years after the event.

Most of the alternative policies available are written on a "Claims Made" basis. This means they will only cover you for claims actually made during the currency of the policy. Therefore if you cease practicing you still need cover to allow for claims which might not be lodged until some years later. "Run Off" cover is available under some of the alternative policies, however, it is not automatic in many cases, and sometimes additional premiums are charged. As the combined policy is "Occurrence" based you don't need to worry about your policy coverage if you leave the business.

I want to be covered for the time before I had this policy. Is this possible?

You have the option of extending your policy to include Retrospective Cover. A Retrospective Extension is available to provide cover for liabilities arising from events that occurred prior to the commencement of this policy, and during the term you were previously insured. This is subject to you not being aware of any circumstances which may give rise to a claim when you take out this policy.

What are "Legal Expenses?"

Under the main Sections of the Policy, you are covered for legal costs in defence of a claim against you. However, if you need legal assistance to defend or prosecute an action necessary to maintain your Right to Practice, Trade Practices Act dispute, Employment Contract disputes, you have the option of extending your policy to include additional legal expenses. If you take this option the Insurer will pay up to $25,000 for legal expenses payable by you. The Insurer maintains the right to approve and direct the case. The Excess applicable to this Extension is $500.

We don't just practice, we also teach. Are we covered for teaching?

This policy has been primarily developed to cover individual qualified practitioners. If teaching is a greater part of your business, and you are teaching students to become qualified practitioners, then an assessment may be required to evaluate your qualifications, course accreditation with Associations, etc. You may need to pay an additional premium to be covered for teaching. The additional premiums for teaching are:

- Less than 10% of your normal working hours: No additional charge
- 11% to 30% of your normal working hours: Add 15% of Premium
- 31% to 50% of your normal working hours: Plus 25% of Premium
- Over 50% of your normal working hours: Referral required

My business is a school or college teaching alternative therapies. Is this the right policy for me?

If you have a college or school, (teaching students to become qualified practitioners), a separate policy is available that covers the college, staff and students of the college, on and off campus for practical work authorised by the college. A special "Student Policy" is then available to your students if they want to do additional practical work, providing they are suitably qualified.

Natural Therapies Insurance
Frequently Asked Questions

We create our own products for our clients. Are these covered?

Cover is automatically included for products manufactured, supplied or sold by you, in the course of your business.

Will this policy cover me if I practice while I am travelling?

The cover is Australia wide with provision for worldwide cover in certain circumstances (e.g. overseas excluding USA and Canada conferences, seminars and workshops). Requests for worldwide cover should be referred to us if you will be travelling outside of Australia for a period longer than 90days, in order to obtain the Insurer's agreement.

I have decided to leave the profession. Do I still need insurance when I cease to practice?

The policy is "Occurrence Based" and generally speaking, no run-off cover is required. The policy covers claims made after the expiration of the policy, providing the event which gave rise to the claim, occurred during the period the policy was in force.

How much do I have to pay when I make a claim?

There will be NO Excess, other than for claims in respect of Property in the Care, Custody or Control of the member (e.g. damage to lease premises) and Legal Expenses section of $500 for each and every claim.

I have more questions. Who can I contact?

OAMPS Insurance Brokers Ltd

Tel: 1800 222 012

Fax: 1800 000 472

Email: naturaltherapists@oamps.com.au

oamps.com.au/naturaltherapists

This information is provided as a Summary only of the Policy coverage. In the event of a dispute, the terms, conditions and exclusions of the Policy Document itself will prevail.

Natural Therapies Insurance
Notes and Additional Information

When providing additional information please clearly state the section it relates too.

PO Box 852, East Melbourne VIC 8002

Direct to your Natural Therapists Team

1800 222 012

oamps.com.au/naturaltherapists

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