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COMBINED LIABILITY INSURANCE PROPOSAL FORM

Please read carefully and fully complete all questions.

PLEASE NOTE: the OAMPS/Vero insurance facility does not extend cover to fitness instructors, personal trainers or gym / aerobics instructors or spinal manipulation

PERIOD OF INSURANCE: From: _____ To: 30-August

The initial Policy Period will run to the Common Due Date of the Association, thereafter it will be renewed annually.

1. NAME OF ASSOCIATION: International Institute for Reiki Training

Membership No: _____ Level of Membership: _____

2. NAME OF PROPOSER(S): _____

First Names Surname

Trading Name: (if applicable) _____

ABN: _____

3. BUSINESS ADDRESS (if you are a mobile contractor, please write "Mobile")

STREET: _____

SUBURB: _____ STATE: _____ POST CODE: _____

4. MAILING ADDRESS: (Or write "As above")

HOME TEL: _____ WORK TEL: _____

FAX: _____ WEBSITE: _____

EMAIL: _____ MOBILE: _____

5. QUALIFICATIONS Please list the Modalities you practice that are accredited by your Association

Modality	% of Time Practiced	Qualifications	Where and When obtained

5A. DO YOU REQUIRE THE POLICY TO BE EXTENDED TO COVER ANY OTHER MODALITIES WHICH YOU OR YOUR EMPLOYEES PRACTICE THAT ARE NOT ACCREDITED BY YOUR ASSOCIATION? *(Please circle)* Yes No

Modality	% of Time Practiced	Qualifications	Where and When obtained	Name of Accrediting Association

Please attach copies of qualifications, for you and your employees, for any modalities (listed above) that are not accredited by your association

6. HAVE YOU PREVIOUSLY BEEN INSURED FOR PROFESSIONAL INDEMNITY? *(Please circle)* Yes No

If you would like Retrospective Liability Cover you must provide the following information. It is important to provide the inception date from the **first year** in which you had insurance. (If you have had no previous insurance, this option is not available)

Previous Insurer: _____
 Original Inception Date From : _____ Final Expiry Date: _____

7. HAVE YOU OR ANY DIRECTOR / PARTNER / MANAGER OF THE BUSINESS EVER *(Please circle)* Yes No

Sustained loss or damage or incurred liability whether or not insured, of a type against which insurance is now sought? Yes No
 Had insurance declined or cancelled, had an insurer refuse or not invite renewal, had special policy conditions imposed, had an excess imposed, or had any claim rejected? Yes No
 Been declared bankrupt or put into receivership or voluntary liquidation? Yes No
 Been charged or convicted of any criminal offence? Yes No

If you have answered "yes" to any of these questions, please provide details:

8. IS YOUR TURNOVER (SALES) GREATER THAN \$250,000? *(Please circle)* Yes No

If yes, please advise approximate amount \$ _____
 How many premises do you lease or occupy in connection with your business? _____
 Do you have employees? If yes, how many? _____

9. WHAT LEVEL OF INDEMNITY DO YOU REQUIRE? *(Please tick the box)*

Public Liability		Products Liability (Including Professional Risks)	
\$1,000,000	and	\$1,000,000	<input type="checkbox"/>
\$2,000,000	and	\$2,000,000	<input type="checkbox"/>
\$5,000,000	and	\$5,000,000	<input type="checkbox"/>
\$10,000,000	and	\$5,000,000	<input type="checkbox"/>
\$20,000,000	and	\$5,000,000	<input type="checkbox"/>

The maximum level of Indemnity for Products Liability is \$5,000,000

10. DO YOU REQUIRE THIS POLICY TO BE EXTENDED FOR RETROSPECTIVE LIABILITY? Yes No
 (Please refer to the attached Frequently Asked Questions for more details)

11. DO YOU REQUIRE MULTI-PRACTITIONER COVER? *(Please circle)* Yes No
 If insufficient space, please attach a separate sheet

Name of Multi Practitioner	Modality	Qualifications	Where Obtained	Name of Their Association

Note: Contractors (as distinct from employees) are not eligible for inclusion, and will need to make their own insurance arrangements.

12. DO YOU TEACH STUDENTS TO BECOME PROFESSIONAL PRACTITIONERS? *(Please circle)* Yes No
 If yes, please circle one of the following ranges based on the time you spend teaching as part of your average working week

- 0% – 10% of your working time
- 11% – 30% of your working time
- 31% – 50% of your working time

If you teach over 51% of your time, please provide the following details

- Teaching Qualifications
- Percentage of working hours spent teaching
- Turnover for this activity
- Average number of participants per class

13. DO YOU REQUIRE THE LEGAL POWER EXTENSION ? : *(Please circle)* Yes No
 (Please refer to the attached Frequently Asked Questions for more details)

- If I/we have disclosed personal information about any other person(s), I/we confirm that I/we am/are authorised to:
- Disclose to you personal information about that person(s) and to consent to its use for the purposes shown in the Privacy Statement
 - Consent to disclose to, and obtaining of other personal information about that person/(s) from, other parties including those shown in the Privacy Statement, for any of these purposes
 - I/we have read and understood the information set out in this proposal and the information I/we have given is true and correct
 - I/we have read and understood the policy and agree to be bound by the terms and conditions it contains
 - I/we understand that I/we am/are not insured until Vero Insurance confirms its acceptance of this application

This declaration is signed for and on behalf of all applicants

Signature: _____ **Date Signed:** _____

HAVE YOU CHECKED THROUGH THIS PROPOSAL TO ENSURE ALL QUESTIONS HAVE BEEN FULLY ANSWERED ? (Please circle) Yes No

**Note: Please DO NOT SEND ANY MONEY
 until you have received written confirmation of cover in the form of a Tax Invoice**

Frequently Asked Questions

About the Alternative/Complementary Medicine, Natural Therapies and Massage **Combined Liability Insurance Scheme**

What is “combined liability”?

In the insurance world there are several common kinds of “liability” insurance – meaning insurance that covers the costs involved where a person or business is found by law not to have met their legal responsibilities. This policy combines three types of liability insurance – **professional risks (also known as malpractice), products liability and general public liability** - and tailors them to meet the needs of practitioners involved in alternative/complementary medicine, natural therapies and massage. 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 Risks** 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 is covered under the policy?

In the policy wording you will see many references to “The Insured”. The definition of “The Insured” includes:

- you;
- your employees including administrative staff, practitioners practicing modalities approved under the scheme, students and apprentices;
- students whilst undertaking practical work as part of their course studies; and
- up to four business partners, who can be included on your policy for an additional cost.

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

Are all the legal costs covered?

The combined policy covers additional payments necessary in respect to legal expenses approved by the Insurer and incurred in connection with a claim made. The insurer will also pay legal costs associated with representing the Insured Person(s) at a Coroner’s Inquest or in any court of summary jurisdiction. Further, the Insurer will pay for all charges, expenses and law costs recoverable from the Person Insured by the Claimant. In plain terms, this means all the court costs, lawyers fees and pay-outs (up to the specified limit) are covered by this policy.

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 Risks** 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, and these are rated in two levels. For example:

Exposure Level 1:

Massage, Yoga, Reiki, Shiatsu, Kinesiology, Homeopathy

Exposure Level 2

Acupuncture, Naturopathy, Chinese Herbal Medicine

OPTIONAL LIMITS OF LIABILITY		PREMIUMS INCLUDING ALL CHARGES	
Public Liability	Products Liability	Level 1 Exposure	Level 2 Exposure
\$1,000,000	\$1,000,000	\$226.00	\$295.00
\$2,000,000	\$2,000,000	\$276.00	\$365.00
\$5,000,000	\$5,000,000	\$345.00	\$460.00
\$10,000,000	\$5,000,000	\$430.00	\$580.00
\$20,000,000	\$5,000,000	\$488.00	\$660.00

NOTE: Please do not send any money as these are Indicative Premiums only.

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, and the cost depends on the Exposure level, verification of qualifications and their acceptance by the Insurer.

For Example: You practice massage and one of your employees with acceptable qualifications practices Chinese Herbal Medicine, then the premium will be charged at Exposure Level 2 Rates.

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. Because 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.

I know I am covered to defend legal cases, but am I covered to prosecute one?

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, **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.

My practice turns over more than \$250,000 a year – do the same premiums apply to me?

If your turnover exceeds \$250,000, your application will need to be referred to the Insurer and an additional charge may be applied, depending on the nature and activities of your business.

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 charge
- 11% to 30% of your normal working hours:
Plus 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.

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 (eg. overseas conferences, seminars and workshops). Requests for worldwide cover should be referred to us, 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.

It is important to note however, that if you are providing Products to your clients it is possible that an incident involving those Products may occur AFTER you cease buying insurance. In these circumstances the Policy will not respond, as it will only apply to events which occurred during the currency of the Policy.

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

There is an Excess of \$250 applicable to any claim that you lodge.

I have more questions. Who can I ask?

Contact OAMPS Insurance Brokers Ltd
Tel: 1800 222 012
Fax: 1800 000 472
Email: naturaltherapists@oamps.com.au

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.

