

Alternative/Complementary Medicines and Therapies Insurance Proposal Form

We will confirm the premium and period of insurance once we have reviewed your application

1. PERIOD OF INSURANCE

The initial policy period will run to the common due date of your association, thereafter it will be renewed annually.

From: _____ To: _____

2. NAME OF ASSOCIATION _____

Membership No. _____ Level of Membership: _____

3. YOUR DETAILS

First name: _____ Surname: _____

4. TRADING NAME (if applicable) _____

ABN: _____

5. POSTAL ADDRESS

Street: _____ Suburb: _____ City: _____

State: _____ Post code: _____ Country: _____

6. YOUR CONTACT DETAILS

Home Tel: _____ Fax: _____ Email: _____

Work Tel: _____ Website: _____ Mobile: _____

7. MODALITY(S) - ACCREDITED BY ABOVE ASSOCIATION

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

8. MODALITY(S) - NOT ACCREDITED BY ABOVE ASSOCIATION

Please attached copies of qualifications, for you and your employees, for all modality(s) listed above that are not accredited by your association.

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

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9. HAVE YOU OR ANY INSURED PERSON:

Sustained loss or damage or incurred liability, whether insured or not, of a type against which insurance is now sought?

Yes No

Had insurance declined or cancelled, had an insurer refuse to offer renewal, had special policy conditions 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 the above questions please provide details.

10. PLEASE INDICATE THE LIMITS YOU REQUIRE

For indicative pricing please refer to the Frequently Asked Questions and Insurance Fact Sheet

Public Liability \$10,000,000 \$20,000,000

Professional Indemnity and Products Liability \$1,000,000 \$2,000,000 \$5,000,000 \$10,000,000

11. DO YOU REQUIRE MULTI-PRACTITIONER COVER?

(A maximum of four practitioners, including the insured, can be covered by this policy)

Name of Practitioner	Modality(s)	Name of Accrediting Association Contractor (Y/N)

12. DO YOU TEACH STUDENTS TO BECOME PROFESSIONAL PRACTITIONERS?

Yes No

Teaching incurs an additional premium

If yes, please indicate the % of your working week spent teaching

0% - 10% of working time

11% - 30% of working time

31% - 50% of working time

13. DO YOU REQUIRE THE LEGAL POWER EXTENSION FOR AN ADDITIONAL PREMIUM?

Yes No

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14. DO YOU REQUIRE COVER FOR GENERAL PROPERTY?

Yes No

This incurs an additional premium

Please list the items you require cover for including their total value

15. DO YOU REQUIRE THIS POLICY TO BE EXTENDED FOR RETROSPECTIVE LIABILITY?

Yes No

Previous insurer

Original inception date: _____ Final expiry date: _____

DECLARATION IN RESPECT OF THIS PROPOSAL

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 that 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 declared Business Activities 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), and that I will assist Insurer(s) in the investigation or defence of any Claim.
9. Insurer(s) are hereby authorised to make any investigation and inquiry in connection with this Proposal that they deem necessary.

Signature _____

Date _____

OAMPS Insurance Brokers Limited
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Tel: 1800 222 012 Fax: 1800 000 472
Email: naturaltherapists@oamps.com.au
Website: www.oamps.com.au
ABN 34 005 543 920



Frequently asked questions

About the Alternative/Complementary Medicine 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 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.

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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.

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 Indemnities 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:

Massage, Yoga, Reiki, Shiatsu, Acupuncture, Naturopathy, Chinese Herbal Medicine, Reflexology, Homeopathy and Counselling.

OPTIONAL LIMITS OF LIABILITY		PREMIUMS INCLUDING ALL CHARGES
Public Liability	Products Liability	\$
\$10,000,000	\$1,000,000	\$198.00
\$10,000,000	\$2,000,000	\$225.00
\$10,000,000	\$5,000,000	\$264.00
\$10,000,000	\$10,000,000	\$313.00
\$20,000,000	\$1,000,000	\$237.00
\$20,000,000	\$2,000,000	\$264.00
\$20,000,000	\$5,000,000	\$303.00
\$20,000,000	\$10,000,000	\$352.00

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 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

Frequently asked questions

About the Alternative/Complementary Medicine Scheme

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.

What is "Legal Power?"

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.

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 if you will be travelling outside of Australia for a period longer than 90 days, in order to obtain the Insurer's agreement.

Frequently asked questions

About the Alternative/Complementary Medicine Scheme

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 (eg. Damage to lease premises)

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

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.

