

Professional Indemnity Insurance Policy for Medical Malpractice

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RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED

Windsor House, 5th Floor, CST Road Kalina, Santacruz (East), Mumbai - 400 098, India

Tel: +91 22 4231 3888 **Fax:** +91 22 4231 3777 **Website:** www.rahejaqbe.com **Email:** info@rahejaqbe.com

Corporate Identity Number: U66030MH2007PLC173129 **IRDA Reg. No.** 141

A. NOTICE TO THE PROPOSED INSURED

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 to disclose to the insurer every matter which you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You must also not misrepresent any fact or matter disclosed. Non-disclosure and/or misrepresentation may render any policy issued void ab initio.

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

COMMENT

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (eg. 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 Policy

This Proposal is for a "claims made" 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 of which You first became aware 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;
- Claims arising out of circumstances noted on the Proposal for the current period of cover or on any previous Proposal.

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.

3. Average Provision

The Policy provides that if a payment in excess of the Limit of Indemnity available under the 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.



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IMPORTANT

- Please answer ALL questions fully. If there is insufficient space please provide details on a separate sheet duly signed.
- Where provided, tick (✓) appropriate box to indicate answer.
- The Applicant will be referred to in this Proposal as "You" or "Your".

B. DETAILS OF APPLICANT

1. Full name of all entities to be insured (including service, administrative or nominee companies and subsidiaries that you wish to be covered by this Policy):

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2. Your Principal Address:

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3. Address(es) of branch offices or other locations.

.....

4. Date on which the Practice was established: ___ / ___ / ___

5. Please supply the following details:

Names of Partners, Principals and Directors	Age	Qualifications	Date Qualified	Period Practicing as Partner, Principal or Director	
				This Practice	Previous Practices
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6. Please supply total numbers of:

(a) Partners/principals/directors	(e) Non-technical administrative staff
(b) Qualified Staff	.....	(f) Clerical staff	.....
(c) Other technical staff	.....	(g) Other staff (please specify)	.....
(d) Trainee staff	.....	TOTAL OF ALL STAFF	.....

For Sole Proprietors Only - Questions 7. and 8.

7. State the experience of Your assistants and their length of service.

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8. What arrangements do You have to assist You during Your temporary absence on business, leave, sickness, or unforeseen emergency?

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C. DETAILS OF PRACTICE

1. 1.1 Has the name of the practice ever been changed? YES NO

1.2 Has any other practice or business amalgamated or merged with You? YES NO

1.3 Have You purchased any other practice or business? YES NO

If you have answered YES to either part C.1.1.1, C.1.1.2 or C.1.1.3, please supply details.

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2. Is any partner, principal or director connected or associated (financially or otherwise) with any other practice or business? YES NO

If you have answered YES please supply details.

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3. Please list the professional bodies or associations to which You belong.

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4. Please detail the approximate percentage of Your fee income derived from the following fields of work:

Type of Work		Type of Work	
(a) Acupuncture	..... %	(l) Chiropractic %
(b) Audiology / audiometrics	..... %	(m) Massage %
(c) Optometry	..... %	(n) Nutrition / dietetics %
(d) Beauty Therapy / aesthetics	..... %	(o) Pathology %
(e) Hair and scalp treatment	..... %	(p) Clinic research %
(f) Chiropody	..... %	(q) Physiotherapy %
(g) Podiatry	..... %	(r) Psychology %
(h) Chemical / pharmaceutical	..... %	(s) Speech therapy %
(i) Dentistry / orthodontics	..... %	(t) Occupational therapy %
(j) Home nursing	..... %	(u) Naturopathy %
(k) Osteopathy	..... %	(v) Other (complete question 5) %
TOTAL			100%

5. Complete if applicable (refer Question 4. above)

5.1 Please provide details of the precise nature of activities or business.

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5.2 Please categorise the activities or business outlined in Question 5.1 above and indicate the approximate percentage of Your fee income derived from same.

..... %
 %
 %
 %
 %

5.3 (a) Please provide details of advice given in relation to the activities or business outlined in Question C. (4) or (5.1) previously.

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(b) Are verbal reports always confirmed in writing? YES NO



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If NO, how do You substantiate such verbal reports?

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6. Does any contract or client represent more than 50% of Your annual work or fees? YES NO

7. Do You engage consultants, sub-contractors or agents? YES NO

If YES

7.1 do You insist they carry their own professional indemnity or malpractice insurance? YES NO

7.2 do You enter into any hold-harmless agreements or otherwise waive any legal rights or entitlements which You may have against such consultants, sub-contractors or agents? YES NO

8. Do You envisage any substantial changes in Your activities or are there any major new operations contemplated during the next 12 months? YES NO

If yes, please supply details.

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9. Do you perform work outside of India, or work for clients located overseas? Yes No

If Yes, please supply details.

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D. FINANCIAL DETAILS

1. 1.1 Please advise the date of Your financial year end: _____/_____/_____

1.2 Please provide the amount of gross income/fees for the following:

	<i>India</i>	<i>Overseas</i>
(a) current financial year (estimate)
(b) last financial year
(c) previous financial year

1.3 Please provide the amount of the largest annual fee for any one client.

2. Please provide the approximate percentage of Your activities (based on fee income) applicable to each state, territory and overseas.



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Country	India	Asia	Europe	USA/Canada	Other
Percentage of income	%	%	%	%

E. CLAIMS DETAILS

1. Has any partner, principal, director or staff member ever been subject to disciplinary proceedings for professional misconduct? YES NO

If YES, please supply details.

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2. Have any Claims for negligence or breach of professional duty been made in the last ten (10) years against the Professional Business Practice or any of their predecessors in business or any prior Practice of any of their present or former partners, principles or directors, or have circumstances been notified to insurers that might give rise to a Claim? YES NO

If YES, please supply details.

Date Matter Notified	Name of Insurer (if any)	Name of Claimant or Potential	Brief Description	Amount paid or estimate of Potential Liability	Is Matter Finalised or Outstanding
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3. Are any of the Partners, principals or directors, AFTER ENQUIRY, aware of any claim or circumstances that might give rise to a Claim against the Professional Business Practice or any prior practice or any of their present or former partners, principals or directors which matter is not referred to in Question E.2 above? Yes No

If YES, please provide the following details in respect to each matter.

Name of Claimant or Potential Claimant	Brief Description of the Matter	Estimate of Potential Liability
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F. DETAILS OF INSURANCE COVER

1. 1.1 Does the Professional Business Practice presently carry, or has the Professional Business Practice ever carried, malpractice liability insurance? YES NO

If YES, please supply details.

Insurer:

Expiry Date:

Limit of Indemnity:

Premium:

- 1.2 Has the Professional Business Practice or any partner, principal or director ever been refused this type of insurance, or had similar insurance cancelled, or had an application of renewal declined, or had special terms imposed? YES NO

If YES, please supply details

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G. APPLICATION FOR COVER

1. 1.1 Limit of Indemnity required:
 1.2 Deductible/excess requested: (each and every claim)
 1.3 Extensions:

(i) Automatic extensions

- ✓ Libel and slander Automatically Included
- ✓ Loss of documents Automatically Included
- ✓ Coroner's enquiries Automatically Included
- ✓ Emergency first aid Automatically Included



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|--|------------------------|
| ✓ Students | Automatically Included |
| ✓ Newly created or acquired entity or subsidiary | Automatically Included |
| ✓ Run-off cover insured entity or subsidiary | Automatically Included |
| ✓ Estates and legal representatives | Automatically Included |

H. DECLARATION

I am/We the undersigned authorised Insured(s), after enquiry declare as follows:

1. I am / We are authorised by each of the other Applicants to make this Proposal.
2. I/We have read and understood the Notice to the Proposed Insured on the front of this Proposal Form.
3. I/We have read this Proposal and the accompanying documents and acknowledge the contents of same to be true and complete.
4. I/We understand that, up until a contract of insurance is entered into, I/We are under a continuing obligation to immediately inform Raheja QBE of any change in the particulars or statements contained in this Proposal or in the accompanying documents.

Although the signing of this Proposal does not bind the Us to effect insurance We acknowledge that the particulars and statements contained in this Proposal and in the accompanying documents shall be the basis of the contract should a Policy be issued; and further, We acknowledge that the Proposal and the accompanying documents will be incorporated in the Policy.

Name of Applicant:

Signed:

Partner, Principal or Director: Date: ____/____/____

<p>Raheja QBE General Insurance Company Ltd.</p> <p>Winsdor House, 5th floor, CST Road, Kalina, Sanatcruz (E), Mumbai 400 098</p>

<p>Your Insurance Adviser or Broker</p>
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INSURANCE ACT 1938, SECTION 41 - PROHIBITION OF REBATES

1. No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the prospectus or tables of the Insurer.
2. Any person making default in complying with the provisions of this section shall be punishable with fine, which may extend to five hundred rupees.