

# PROFESSIONAL INDEMNITY INSURANCE PROPOSAL FORM FOR MEDICAL MALPRACTICE

## FULL POLICY WORDING IS AVAILABLE ON REQUEST

Please complete and tick boxes as appropriate. If there is insufficient space to provide answers to the proposal form questions, please use the ADDITIONAL INFORMATION section at the end of the form.

In this proposal we use the term 'Principal' to mean any sole principal, partner, director or member of a Limited Liability Partnership.

Reference to 'Proposer', 'You', 'Your' in this proposal shall include all names included in Section 1 under question a. who will be the Insured in the insurance policy.

If you have a brochure, please provide a copy as well as any standard contract terms, conditions, agreements or letters of appointment which you have with your clients.

## SECTION 1 – YOU AND YOUR STAFF

a. Name of Principal(s) ('You') including any Subsidiary Companies for whom cover is required:

a.	Date Established:
b.	Date Established:
c.	Date Established:

b. Address of all of your offices, including those of any overseas local offices or representatives:

Address	Name of Partner, Principal, Member or Director responsible
Registered or principal office	
Second location (if any)	
Third location (if any)	

c. Name(s) of any previous predecessor firms you had that require cover and details of the nature of work undertaken:

Date Ceased Trading:

d. Please provide details of all Partners, Principals, Members or Directors:

Names of all Partners, Principals or Directors	Age	Qualifications	Date(s) Qualified	Number of years with this Proposer

Please attach a C.V for any Partner, Principal, Member or Director with less than 5 years experience in this occupation.

e. Please provide details of all full-time and part-time Consultants who are under a contract of service with you:

Name of all Consultants	Age	Qualifications	Date(s) Qualified	Number of years with you

If less than 5 years experience in this occupation, please provide details of previous occupations:

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f. Is cover required for any Partner in respect of liability arising out of a previous business?

Yes ☐ No ☐

If 'YES', please give details:

Name	Name of previous firm	Nature of firm's business	Date Partner left the previous firm and the reason for leaving

g. Are you admitted to membership of any Association or Professional Body?

Yes ☐ No ☐

If 'YES' please give details:

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h. Have you or any person employed by you ever been subject to disciplinary proceedings by any Professional Body? Yes ☐ No ☐

If 'YES', please give details:

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i. Please state the total number of:

a. Partners, Principals, Members or Directors	
b. Other Qualified staff	
c. Other Technical staff (excluding Administrative staff)	
d. Administrative and all other staff	
TOTAL	

j. How do you ensure that you and your staff keep up to date with changes in legislation and other legal developments which affect the type of work you do and the services you offer? Please provide details:

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k. If you are a sole Principal, please provide details of the arrangements for office supervision during your absence:

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l. Do you work to a professional code of practice? Yes ☐ No ☐

m. Do you have written checklists and/or work procedures for the services which you provide? Yes ☐ No ☐

n. Do you have standard contract terms and conditions which you use in every case? Yes ☐ No ☐

If 'YES', please provide us with copies.

If 'NO', please explain why and detail the alternative methods you use to confirm terms of engagement with your clients:

o. Are you accredited, or in the process of being accredited, to ISO 9001, Cyber Essentials or subject to any other form of external assessment? Yes ☐ No ☐

If 'YES', please provide details:

p. Do you

i. take steps to ensure compliance with the latest data privacy legislation? Yes ☐ No ☐

ii. operate commercially licenced and purchased anti-virus software across your network and regularly apply patches & updates in accordance with the suppliers' recommendations? Yes ☐ No ☐

iii. back up critical/sensitive data at least weekly to a secure location (i.e. offsite, cloud)? Yes ☐ No ☐

iv. have a Business Continuity Plan or Disaster Recovery Plan and does it address cyber risks including back up of data? Yes ☐ No ☐

If "NO" to any of the above please provide details:

## SECTION 2 – COMPANIES WITH WHOM YOU ARE ASSOCIATED

a. Do you undertake work for any partnership, company or organisation in which any Partner, Principal, Director, Member or Employee holds a position whereby he/she is able to make major decisions on behalf of such partnership, company or organisation? Yes ☐ No ☐

b. Is any Partner, Principal, Member or Director connected or associated (financially or otherwise) with any other practice, company or organisation? Yes ☐ No ☐

If you have answered 'YES' to either of questions a) or b) please provide full details:

c. What percentage of your income is derived from the associated companies detailed above?  %

d. Is cover required for the work you undertake for the associated companies detailed above? (Cover is restricted to claims made by independent third parties) Yes ☐ No ☐

e. Has any Partner, Principal, Member or Director been a Partner, Principal, Member or Director or been associated with any business which has ceased trading either voluntarily or compulsorily? Yes ☐ No ☐

f. Has any Partner, Principal, Member or Director been made personally bankrupt? Yes ☐ No ☐  
If you have answered 'YES' to either of questions e) or f) please provide full details:

## SECTION 3 – YOUR ACTIVITIES

a. Please state your gross fees (including those paid to sub-contractors) for each of the last three financial years and an estimate for the next financial year in respect of fees billed to clients based in the following territories:

Year	UK	Overseas excl. USA & Canada	USA & Canada	Total
20    to 20				
20    to 20				
20    to 20				
Next				
Financial Year Ending (e.g. 31/12):		/		

- b. Please indicate the approximate percentage split in your fees (including payments to sub-contractors) for each of the following categories:

Therapy/Activity			Therapy/Activity	
Acupressure	%		Homeopathy/Naturopathy	%
Acupressure	%		Hopi Ear Candles	%
Alexander Technique	%		Hypnosis	%
Allergy Testing	%		a. for entertainment	%
Applied Kinesiology	%		b. not for entertainment	%
Aromatherapy	%		Mc Timony Chiropractic	%
Bach Remedies	%		Magnet Therapy	%
Beauty Therapy	%		Massage	%
a. Ear and Body-piercing*	%		a. Indian Head & Foot	%
b. Electrolysis	%		b. Shiatsu	%
c. Hair Removal	%		c. Sports	%
d. Red Vein Treatment	%		d. Thai	%
e. Other*	%		e. Other*	%
Bio-Magnetic Therapy	%		Nursing*	%
Bowen Technique	%		Nutrition Therapy	%
Chiropody	%		Occupational Therapy	%
Chiropractic	%		Osteopathy	%
Colonic Irrigation	%		Physiotherapy	%
Colour/Light/Sound Therapy	%		Psychology	%
Cosmetic Surgery*	%		Psychotherapy	%
Counselling*	%		Radionics	%
Cranio-Sacral Therapy	%		Reflexology	%
Crystal Therapy	%		Reiki	%
Cupping	%		Slimming Advice	%
Healing*	%		Teaching*	%
Herbal Medicine	%		Yoga/Pilates	%
Any Other Therapy	%	%		%
Please provide full details of what is involved				
Total 100%				
If you undertake one or more of the therapies/activities marked* please provide full details of what is involved				

- c. Please indicate an approximate split in your fees between:

Case Management				%
Medico-Legal				%
Other – details please:				%

d. Over the past 5 years, and for the forthcoming 12 months, has there been or will there be any significant variation in the percentages shown in b) or c), i.e. +/- 25% per therapy/activity?

Yes ☐ No ☐

e. Is cover required for any previous, now ceased, therapy/activity which is different from that which you declared within this Proposal Form?

Yes ☐ No ☐

If you have answered 'YES' to questions d) or e) please provide full details:

f. Do you undertake

i. any invasive or surgical techniques?

Yes ☐ No ☐

ii. clinical trials or tests on new medical equipment?

Yes ☐ No ☐

If you have answered 'YES' to questions f)i) or f)ii) please provide full details:

g. Do you prescribe and/or supply any products (including medicines, creams, etc)?

Yes ☐ No ☐

If 'YES', please provide details:

Product involved	Internal or external use?	Identity and location of producer/supplier	Approx fees
			%
			%
			%

h. Do you carry out any treatment on animals?

Yes ☐ No ☐

If 'YES', please provide details:

	Typical treatments carried out	Approx % of total fees relating to this work	Maximum/Average value any one animal
Race Horses		%	£ /£
Racing Greyhounds		%	£ /£
Livestock		%	£ /£
Other Animals		%	£ /£

- i. Do you enter into any contracts where legal jurisdiction is anything other than UK? Yes ☐ No ☐  
 If in answering Question a) you have declared fees in from any territory other than the UK or answered 'YES' to Question i) please give full details including nature of contract, dates, countries involved and jurisdiction applicable:

- j. What percentage of your income is paid to sub-contractors?  %
- k. Do you want us to provide cover to sub-contractors under your policy for claims made against them in respect of work they perform on your behalf? Yes ☐ No ☐  
 (Note: Your vicarious liability for the actions of sub-contractors employed by you is covered automatically)  
 If 'YES', please provide full details:

Name	Qualifications	Work undertaken	Fees paid (last financial year)

- l. How do you control and review the work that sub-contractors undertake for you?

- m. Do you enter into written agreements with your sub-contractors? Yes ☐ No ☐
- n. Are sub-contractors undertaking work for you required to hold their own Professional Indemnity Insurance and if so, for what amount? Yes ☐ No ☐ £

## SECTION 4 – YOUR PROFESSIONAL INDEMNITY INSURANCE ARRANGEMENTS

- a. Please provide details of your current insurance. **You need not answer this question if you are currently insured with us.**

If you are not currently insured, please state 'Not Insured'.

Insurer	Renewal Date	Limit of Indemnity (Any One Claim /Aggregate)	Premium (excl IPT)	Excess	Retroactive Date

- b. For how long have you been continuously insured?  Year



c. Has any Insurer ever:

i. declined to offer Insurance to you or any Partner, Principal, Member or Director?

Yes ☐ No ☐

ii. imposed any special terms on the Proposer or any Partner, Principal, Member or Director?

Yes ☐ No ☐

iii. cancelled or voided an Insurance for you or any Partner, Principal, Member or Director?

If you have answered 'YES' to any of these questions please provide full details:

d. What Limit of Indemnity do you now require? Please indicate by ticking the box(es) below:

£100,000 ☐ £250,000 ☐ £500,000 ☐ £1,000,000 ☐ Other ☐ Please state £

e. An Insured's Contribution of at least £500 to £1000 will normally be a requirement of this insurance.

However, a reduction in premium may be available if you are prepared to accept a higher, voluntary Insured's Contribution (each and every claim). If you are prepared to consider this, please state the amount of the Insured's Contribution you require our quotation to be based upon.

£2,500 ☐ £5,000 ☐ £10,000 ☐ £25,000 ☐ Other ☐ Please state £

## SECTION 5 –YOUR SYSTEMS FOR DEALING WITH MONEY

a. Do you always obtain satisfactory written references when engaging senior employees?

Yes ☐ No ☐

b. Are you able to confirm that no Partner, Principal, Member, Director or Employee is allowed to sign cheques on his/her signature alone?

Yes ☐ No ☐

c. Are Employees who receive cash/cheques in the course of their duties required to pay in daily?

Yes ☐ No ☐

If you have answered 'NO' to any of the above please explain why by giving full details:

d. How often are checks carried out on all entries in the Cash Book with all paying in books, receipts counterfoils and vouchers being reconciled with Bank Statements, including the balance of cash and unrepresented cheques, independently of Employees receiving or banking monies belonging to you as well as in trust on behalf of others?

WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ OTHER ☐

## SECTION 6 – YOUR CLAIMS HISTORY

**CLAIMS– PLEASE NOTE IT IS IMPERATIVE TO ANSWER THESE QUESTIONS CORRECTLY –FAILURE TO DO SO COULD PREJUDICE YOUR RIGHTS – IF SPACE IS INSUFFICIENT PLEASE ATTACH A SIGNED AND DATED CONTINUATION SHEET TO ENABLE YOU TO PROVIDE FULL DETAILS.**

### a. Fidelity

i. Have you sustained any loss through the fraud or dishonesty of any person?

Yes ☐ No ☐

ii. Do you know of any fraud or dishonesty at any time of any past or present Partner, Principal, Member, Director or Employee?

Yes ☐ No ☐

### b. Professional Indemnity:

i. Has any claim, whether successful or not, ever been made against you, your predecessors in business or any past or present Partner, Principal, Member, Director or Employee?

Yes ☐ No ☐

- ii. Are you or any of the Partners, Principals, Members, Directors or Employees AFTER FULL ENQUIRY, aware of any circumstances which may give rise to a claim against you, your predecessors in business or any past or present Partner, Principal, Member, Director or Employee?

Yes ☐ No ☐

If you have answered 'YES' to **any** of the Claims Questions please provide full details including dates, amounts involved, brief details of the nature of the claim, whether the claim is paid or still outstanding and state the steps taken to prevent a reoccurrence.

#### **Additional Information**

Please use this space to provide additional information in support of the answers given within the proposal form or simply to provide further details about you or your activities which you feel would be of interest to us.

Please clearly show the question number to which the information relates.

## IMPORTANT NOTICES

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Please read the following carefully before you sign and date the Declaration and Undertaking.

### IMPORTANT NOTICE CONCERNING YOUR DUTY TO MAKE A FAIR PRESENTATION OF THE RISK

Before the insurance policy takes effect the Insured have a duty to make a fair presentation of the risks to be insured under the insurance policy.

A *fair presentation of the risk* is one:

- which:
  - discloses to the Insurer every material circumstance which the Insured know of or ought to know of; or
  - gives the Insurer sufficient information to put the Insurer on notice that it will need to make further enquiries for the purpose of revealing those material circumstances,
- which makes that disclosure referred to above in a manner which is reasonably clear and accessible to the Insurer; and
- in which every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.

A *material circumstance* is one that would influence the Insurer's decision as to whether or not to agree to insure you and, if so, the terms of that insurance. If you are in any doubt as to whether a circumstance is material you should disclose it to the Insurer.

A copy of the proposal should be retained by you for your own records.

### Financial or Trade Sanctions

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency.

### PRIVACY POLICY

RSA is committed to ensuring that your privacy is protected.

For a full explanation of how we use the information we collect about you, how you can contact us if you wish to exercise your rights and the procedure that we have in place to safeguard your privacy please visit: [www.rsagroup.com/support/legal-information/broker-privacy-policy](http://www.rsagroup.com/support/legal-information/broker-privacy-policy)

### DECLARATION AND UNDERTAKING

I/We declare that every statement and particular contained within this proposal form:

- which is a statement of fact, is substantially correct, and
- which is matter of expectation or belief, is made in good faith.

If any such facts, expectations and/or beliefs materially change before the insurance policy takes effect I/we undertake to provide details of all such changes to the Insurer in order to comply with my/our obligation to provide a fair presentation of the risk to be insured under the insurance policy.

For the purposes of making this proposal for insurance, I/we agree that the Intermediary (which I/we have appointed to advise in relation to this policy) is acting on my/our behalf and not as an agent of the Insurer.

Signature of Principal,  
Partner, Member or  
Director

Date

On behalf of\*

\*insert name of Proposer

This insurance will not commence until the Insurer has indicated acceptance of the Proposal. The Insurer reserves the right to decline any Proposal.