

Physiotherapists We've Got You Covered!

Your Career • Your Business • Your Clinical Interests • Your Choices in Your Hands



Physiosure PI Policies include cover for:

- Acupuncture
- Pilates
- Massage Therapy
- Dry Needling
- Manual Handling Training
- Hydrotherapy
- Cervical Manipulation
- Ergonomic Assessment & Training
- Pre-Employment Physical Screenings
- Work Place Assessments
- Rehabilitation Management
- Functional Capacity evaluations
- Exercise prescription
- Reflexology
- Orthotic Prescription
- Locum & Student Cover

**Be Free with PhysioSure.
No membership
restrictions attached.**

The Physiosure policy from Physiobase.com® offers you access to an extensive Professional Indemnity, Public and Product Liability policy, at one of the lowest costs in Australia.

Special New Graduate Pricing!

We Cover the Full Scope of Physiotherapy Practice and More!

We are excited to announce that we have now got you covered, no matter what physiotherapy techniques you perform. Manipulation (including the cervical spine), mobilisation, stretches, NAGs and SNAGs, traction, acupuncture, exercise prescription, animal therapy, etc, are all covered, subject to the description of the insured's profession outlined under "Feature of the Physiosure Policy" overleaf.

Physiotherapy is an evolving profession. It is important to know that your professional indemnity insurance moves with the times and it's important to know Physiosure continues to develop its products to include many complementary therapies that physiotherapists use as additional treatment options.

How else do you benefit?

- Strategic alliances with third party companies mean you receive exclusive customer benefits NO other PI insurer in Australia can provide.'
- FREE services such as PhysioBob's Jobs Listings and an annual MyPhysioRehab subscription mean you receive extras worth \$100's each year.
- No membership fees either! AND you DON'T pay any more if you are not a member of the APA.
- Affordable insurance makes good sense to us and, we are pleased to say, an increasing number of Physios are moving their insurance to us.

Combined Civil Liability Malpractice (Professional Indemnity), Public and Products Liability Insurance Policy

Summary of Cover

Type of Insurance:

Combined Malpractice (Professional Indemnity), Public and Products Liability Insurance for Physiotherapists domiciled in Australia whose principal activities are based in Australia.

The Policy Wording is a Civil Liability "claims made" contract, including a broad definition of "professional services"

Features include:

- Optional 6 or 12 month policy duration
- 'Civil Liability' Professional Indemnity
- Loss of Documents
- Policies provide 2 re-instatements of the Limit
- Run Off Cover
- Full Retroactive Cover
- Public and Products Liability (\$10 Million Standard Limit of Indemnity on all policies upgradable to \$20 Million)
- Dishonesty
- Legal Representation Costs at Coronial Inquiries
- Predecessors in Practice
- Competition and Consumer Act (misleading and/or deceptive conduct)
- Libel & Slander
- Teachers Liability
- Incoming Principals
- Cover for Short-Term Assignments Overseas

Limit of Indemnity:

To provide Physiobase.com members with a comprehensive range in levels of protection for Professional Indemnity Insurance, and to maximise the benefits of 'bulk buying', the following options are available:

- a) \$1,000,000, b) \$2,000,000, c) \$5,000,000, d) \$7,500,000, e) \$10,000,000, f) \$20,000,000

All claims are subject to a \$500 excess, regardless of the level of cover selected.

All Options include two Automatic Reinstatements in the event of a Claim and \$10,000,000 Public and Products Liability cover.

Professional Services Covered:

The Policy contains the following definition of "Professional Services"

- a) *the provision by or on behalf of the following:*
- a) *physiotherapy services by a qualified physiotherapist;*
 - b) *including but not limited to the following alternative therapist advice and/or treatments:*
 - i) *Acupuncture; ii) Pilates; iii) Massage/ Massage Therapy; iv) Dry Needling; v) Manual Handling Training; vi) Hydrotherapy; vii) Cervical Manipulation; viii) Ergonomic assessments and training; ix) Pre employment physical screenings; x) Work place assessments; xi) Rehabilitation Management; xii) Functional Capacity evaluations; xiii) Exercise prescription; xiv) Reflexology; xv) Orthotic Prescription, where the person providing such advice and/or treatment holds the relevant qualification for such service. For the benefit of clarity and the avoidance of doubt, such alternative therapist advice or treatment must be provided as part of the physiotherapy services specified in a) above.*
- b) *the provision of physiotherapy services by a qualified physiotherapist in respect of animals provided:*
- i) *such animals have first been attended to by a registered or licensed veterinary surgeon; and*
 - ii) *such animals have subsequently been referred in writing by the attending veterinary surgeon to the Insured for physiotherapist treatment (prior to any physiotherapist treatment being performed by or on behalf of the Insured); and*
 - iii) *this Policy does not provide Cover for any Claims or Covered Claims arising directly or indirectly from bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury incurred by any person related to or in connection with the treatment of any animal.*

Important Notice Concerning this Insurance

“Claims Made” Insurance

The proposed insurance is issued on a ‘claims made’ basis. This means that the policy responds to:

1. claims first made against you during the policy period and notified to CGU Professional Risks Insurance during that policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against you; and
2. ‘claims circumstances’ notified pursuant to Section 40 sub-section 3 of the Insurance Contracts Act which states:

“where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance cover provided by the contract.”

After the policy expires, no new notification can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

If during the policy period you become aware of circumstances which a reasonable person in your position would consider may give rise to a claim, and which you fail to notify to us during the policy period, we may not cover you under a subsequent policy for any claim which arises from these circumstances.

When completing the proposal form you are obliged to report and provide full details of all circumstances which you are aware of and which a reasonable person in your position would consider may give rise to a claim.

It is important that you make proper disclosure (see Duty of Disclosure, below) so that your cover under any new policy with us is not compromised.

Duty of Disclosure

Before entering into a contract of general insurance with an insurer, you have a duty under the Insurance Contracts Act, to disclose to us every matter that you are aware of, or could reasonably be expected to be

aware of, that is relevant to our decision about insuring you and if so, on what terms. You have the same duty to disclose these matters to us before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require you to disclose matters:

- that diminish the risk to be undertaken by us;
- that are of common knowledge;
- that we know or, in the ordinary course of our business, ought to know;
- in respect of which we waive your duty to comply with your duty of disclosure.

You should note that your duty continues after the proposal form has been completed until the policy is entered into, i.e. until the date we receive your instruction to bind cover.

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or may cancel the policy. If your nondisclosure is fraudulent, we may also have the option of avoiding the contract from the beginning. It is therefore vital that you enquire of all entities comprising the insured, including senior staff, before completing the proposal form and before you sign any declaration confirming no change in the information disclosed.

Average Provision

One of the insuring provisions of the proposed insurance may provide that where the amount required to dispose of a claim exceeds the limit of the sum insured in the policy then we shall be liable only for a proportion of the total costs and expenses. This shall be the same proportion of the total expenses as the policy limit bears to the total amount required to dispose of the claim.

Surrender of Waiver of any Right of Contribution or Indemnity

If another person or company is liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by our policy, but you agree with that person or company either before or after the inception of the policy that you would not seek to recover any loss or damage from that person or company, you are not covered under the policy for any such loss or damage.

Proposal Form

Should you decide to accept the insurance quote offered, the information that you provide here will form the basis of that contract of insurance. **Information that CGU need to know about you, the applicant**

1. a) In respect of the Physiotherapist seeking cover under this Proposal, please state:

Firstname

Middlename/s

Surname

With respect to the insurance please indicate the Nature of Practice (tick appropriate box)

- Full Time Private Practitioner
 Part Time Private Practitioner (defined as less than 15 hrs/wk on average)
 Public Sector Employee

Date of Birth (dd/mm/yyyy)

b) Are you registered for GST purposes? No Yes

What is your ABN?

c) Is the physiotherapist named in 1.a) above registered to practice physiotherapy in Australia? Yes No Please provide details

2. Are you a member of the APA? Yes No

3. What year did you graduate as a physiotherapist?

4. Do you manipulate the cervical spine? (used for audit purposes) Yes No

5. Names of any partnership and/or trading name, company or other legal entity through which physiotherapy services are provided and for which cover is required (Please do not include the name of your employer, unless you are a principal of that business)

6. Contact address

7. E-mail (This is the primary way we will send information, such as renewals to you, the applicant)

8. Do you provide physiotherapy services outside of Australia or New Zealand? No Yes

If yes, please provide details:*

9. Have any claims ever been made against you?

No Yes If yes, please provide details:*

10. Are you aware of any circumstances which may give rise to a claim being made against you? No Yes

If yes, please provide details:*

11. Has any insurer ever declined, cancelled or imposed special conditions in relation to this type of insurance?

No Yes If yes, please provide details:*

12. Have you ever been subject to disciplinary proceedings by a statutory registration board or any professional body for professional misconduct, or been called upon to respond to a complaint made against you?

No Yes If yes, please provide details:*

13. When would you like cover to start? (Cannot be in the past)

(dd/mm/yyyy)

14. What Limit of Indemnity would you like? (Please tick Note: Each option automatically includes \$10,000,000 Public and Products Liability cover.)

\$1,000,000 \$2,000,000 \$5,000,000

\$7,500,000 \$10,000,000 \$20,000,000

15. What level of Public & Products Liability would you like? Standard Cover \$10,000,000 on all policies or Upgrade to \$20,000,000

16. What duration of cover would you like? (please tick) 12 Months 6 Months

If you have answered either "No" to question 1c, or "Yes" to any or all of Questions 8, 9, 10, 11 and 12, Physiobase.com will need to submit your Proposal to CGU for separate assessment and rating. Please DO NOT attach any payment to this Proposal if your Proposal falls into this category.

** Please use the area on the back page of this brochure to provide more information as required.*

Declaration

I hereby declare:

1. That the information submitted in this proposal is true and correct and that I have not suppressed nor misstated any facts.
2. That I have read and understood the Important Notice attaching to this Proposal.
3. I authorize CGU Professional Risks Insurance, a division of CGU Insurance Limited, to collect or disclose any personal information relating to this insurance to/ from any other insurers or insurance reference service. Where I have provided information about another individual (for example, an employee, or client), I declare that the individual has been or will be made aware of that fact and the section in the Policy on "The way we handle your personal information".
4. I also confirm that the undersigned is authorised to act for and on behalf of all persons who may be entitled to indemnity under any policy which may be issued pursuant to this Proposal form and I complete this Proposal form on their behalf.

To be signed by the Physiotherapist named in this application.

Signature

Date

Please provide at least one phone number contact should we need to clarify or discuss an aspect of your application.

Home

Work

Mobile

Payment Options

After completing the proposal form you may pay for the insurance in the following ways:

- a) Cheque** – make out a cheque payable to Physiobase.com Ltd. Please mail it to: Physiobase.com Limited, PO Box 48, Strawberry Hills NSW 2012
- b) Credit Card** – scan the completed proposal form and email to admin@physiosure.com
- c) Phone** – call Physiobase on (02) 8399 3744 to pay by credit card over the phone.

Credit Card Details

Name (as it appears on the credit card):

Card type:

Visa MasterCard AMEX Diners Club

Card number

Expiry date

CV2 (3 digit number on the back of the card)

Total cost (see website for latest price information)

Signature

Date

On receipt of payment a tax invoice will be forwarded to the address provided on the proposal form.

Please note that the charge for this product will be shown as 'Physiobase/Physiosure' on your bank statement.

Don't Delay – Get On-line today!

So why don't you simply go on-line today to see our competitive pricing with fantastic extras? You will be pleasantly surprised.

At Physiosure we believe you are more than a customer, you are part of the Physiobase community

It's as easy as 1-2-3. Simply go to **www.physiosure.com** where you can purchase your policy immediately. No Fuss!

Net-savvy, but not sure about buying on-line? Simple. We've got that covered too!

Just complete this proposal form and post or fax it to us on (02) 8399 1566.

For more information, please do not hesitate to email us at **admin@physiosure.com** or phone (02) 8399 3744.

This information is a general description of cover only. For the full terms and conditions, please refer to the policy wording.

Please use the area below to provide additional information if required to do so by your answers to the proposal form questions on page 4.



Agent for Insurer

PhysioBase.com Ltd Aust. Branch
ABN 98 740 381 921
Acting as agent of CGU Insurance Limited

Contact (02) 8399 3744 or
admin@physiosure.com



Insurer

CGU Professional Risks
CGU Insurance Limited
ABN 27 004 478 371