

THREE COUNTIES INSURANCE BROKERS LTD
Underwritten by ROYAL & SUNALLIANCE INSURANCE plc

Application for Medical Malpractice & Public/Products Liability Insurance

1. **Full Name and title**

Address

.....

Post Code **Telephone:** (.....)

E-mail address.....

2. Therapies practiced - please advise here and provide copies of appropriate diplomas/ certificates

3. How long have you been in Practice?

4. Have you ever been struck off or been the subject of any disciplinary procedures by any Professional or Regulatory body? *Yes/No

5. Has any insurer ever declined a proposal, refused renewal or terminated an Insurance? *Yes/No

6. Has any insurer ever required an increased premium or imposed special conditions? *Yes/No

7. Have any incidents occurred in the last 6 years which have resulted in injury to members of the public, damage to their property or claims for breach of professional duty? *Yes/No

8. After enquiry by you, are you aware of any circumstances which might give rise to a claim against you or any employees or anybody working with you or who has worked with you? *Yes/No

If YES to any of the above please give details of the circumstances and any likely costs on the back of this form and on separate sheets as necessary. If you are in any doubt about facts being considered material, you should disclose them.

9. Current/Previous Insurer (if any).....

Important: Please note there is no refund of Premium if the policy is cancelled in the first year of insurance.

Date cover is required to commence:

- Payment enclosed £..... **Cheque payable to Three Counties Insurance Brokers Ltd**
- or Please debit my debit/credit card numbered _____
Expiry date ___/___ last 3 digits of security number on back of card _____
- or I wish to pay by monthly direct debit and enclose a completed direct debit mandate

Please Note: The Professional Legal Protection section of this policy if quoted is intended to provide legal representation at any formal hearing of a registering body's Professional Conduct Committee and will not respond in respect of matters connected with Statutory Registration unless you are so registered.

Declaration

- I declare to the best of my knowledge and belief that the above statements are true and complete and will form part of the contract between the Insurer and me.
- I have read and understood the Demands and Needs statement, Summary of Cover and Terms of Business documents which accompanied this application.

Signature: Date:

Data Protection Act – all personal information supplied by you will be treated in confidence by Three Counties Insurance Brokers Ltd and the Royal and Sun Alliance Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services, this information will be held in the data systems of the Group of companies or our agents or subcontractors.
The Royal and Sun Alliance Insurance Group of companies may pass your personal data to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal data but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

Law Applicable – The parties to the Policy have the right to choose the law applicable to the Policy. Unless the parties agree otherwise in writing any dispute concerning interpretation of this Proposal or the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

Three Counties Insurance Brokers Ltd. are authorised and regulated by the Financial Services Authority
Russell House, Ely Street, Stratford upon Avon, Warwickshire, CV37 6LW
Telephone +44 (0)1789 293815 Fax +44 (0)1789 299301 email info@3co.co.uk Free phone 0800 7317829

Alternative and Complementary Practitioners Professional Risks Insurance Scheme

Summary of cover

Demands

You are an alternative/complementary health practitioner. You have advised us that you require an indemnity to protect you in the event that a claim or allegation is made against you by a patient or third party for malpractice, injury or damage arising from the pursuit of your professional practice.

Needs

We have negotiated a malpractice/public liability policy with Royal and Sun Alliance Insurance PLC with an additional section, which covers legal costs and expenses arranged with DAS Legal Expenses Insurance Company Ltd via Amicus Legal Ltd. This is arranged on a claim occurring basis for the malpractice/public liability and claims made in respect of legal expenses.

The principal benefits of the cover are detailed as follows:-

- Professional Indemnity – Limit of indemnity £3,000,000 (option to increase to £5 million) any one event plus unlimited costs in addition. This provides cover for you against claims arising from your neglect error or omission in relation to your professional activities.
- Public Liability – Limit of indemnity £3,000,000 (with optional increase) any one event plus unlimited costs. This provides cover in respect of legal liability for injury or damage to other parties.
- Products Liability – Limit of indemnity £3,000,000 (with optional increase) in any one period of insurance plus unlimited costs. This covers you in respect of injury or damage arising from defects in products sold or supplied by you.
- These covers are extended to include indemnity in respect of libel or slander, breach of confidentiality and Good Samaritan Acts.
- The policy provides cover for teaching provided that you are suitably qualified but there is no cover in respect of the risk of management of the teaching establishment.
- Loss of Documents – there is cover for up to £100,000 in respect of the costs and expenses incurred to restore or replace documents (other than electronic documents)
- Additional therapies may be covered (many without additional cost) provided that you are properly trained and qualified to at least the standards required by the appropriate Professional Bodies or Associations in the chosen therapy.
- Cover applies anywhere in the United Kingdom.

This is a summary of the main benefits of cover – for full details; you should read a copy of the policy which we will supply on request.

This cover is arranged by Three Counties Insurance Brokers Ltd

Terms of Business

The Financial Services Authority (FSA)

The FSA is the independent authority that regulates financial services. It requires us to give you this document. Please use this information to decide if our services are right for you.

Our Service

We are an Independent Insurance Intermediary and we will act on your behalf in:

- Arranging your insurance cover with insurers to meet with your requirements or where requirements cannot be fully met, provide you with enough information to enable you to make an informed decision;
- Helping you with any changes that you need to make to your insurance during the policy period;
- Telling you when you need to renew your policy in time to allow you to consider and arrange any continuing cover.

Who regulates us?

Three Counties Insurance Brokers Ltd is authorised and regulated by the Financial Services Authority. Our FSA number is **308147**.

Our permitted business is advising on, arranging, transacting and administering general insurance contracts. You can check this on the FSA Register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Information on Costs

In addition to the premiums charged by insurers, we will charge a professional fee to cover the placing and ongoing handling of your insurance. We make a charge to cover the administration of your insurance for:

Arranging new policies

Mid-term adjustments and renewals

Replacement/duplicate certificates or cover notes

On occasion, we may agree a professional charge to cover our costs and services in lieu of commission from insurers.

The specific amount and purpose of any professional fee and administration charges will always be advised to you in advance. We earn the entirety of our commission and/or fees when your risk is successfully placed and take our commission and/or fees immediately upon receipt of payment unless agreed otherwise with your insurer.

Mid-term adjustments or cancellations:

In the event of an adjustment that results in a return of premium or cancellation mid-term we will refund the premium due net of our full commission, professional charge and any charge made by insurers. Where the premium is being paid by instalments we will claim our full commission and professional fee along with any charge made by the insurers or finance provider in the calculation of any outstanding monies.

Payment Terms

We normally accept payment by cash, guaranteed cheque or credit card or the bankers automated clearing system (BACS). We require full payment of the premium within 7 days of cover being effected. You may be able to spread your payments through a credit scheme and we will give you full information about your payment options and details of the interest payable at the time we provide you with a quotation.

How we will handle your money

We are the agent of insurers for the purpose of collection of premiums and bank money in line with their instructions. In arranging your insurance we may employ the services of other intermediaries who are regulated by the FSA and your premium may be passed to these intermediaries for payment to insurers. We will retain any interest derived from holding your money.

Your duty to disclose information:

It is your responsibility to provide complete and accurate information to us or your insurers when you take out your insurance policy, throughout the life of your policy, when you renew your insurance or make a claim. All statements you make on proposal forms, claim forms, other documents and communications must be full and accurate. If a form is completed on your behalf, you should check that the answers shown to any of the questions are true and accurate before signing the document. Failure to disclose any material information to your insurers could invalidate your insurance cover and mean that part or all of a claim may not be paid. **If you are in any doubt as to whether information is material, you should disclose it.**

Claims

As part of our service we can assist you with any claim you need to make. When you first become a customer we will give you details of how you can make a claim and tell you what your responsibilities are in relation to making claims. If you are ever in any doubt as to what action to take in the event of a claim, please contact us at the address given below.

Complaints

It is our intention to provide you with a high level of customer service at all times. If you should wish to make a complaint about our service we have a formal complaints procedure. In the first instance you should contact us at the address given below. Please address your complaint to Gareth Millard, Managing Director. We will supply you with a copy of our complaints procedure upon receipt of a complaint or at any time upon request. You will be advised of any redress available to you, should you believe the matter has not been resolved to your satisfaction. If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service. We will advise you if you are able to refer any complaint to the Financial Ombudsman Service.

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance this increases to 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Confidentiality

All personal information about you will be treated as private and confidential. We will only use and disclose information we have about you in the normal course of arranging and administering your insurance. We may pass information about you to credit reference agencies for the purpose of arranging payments via instalments and may also pass to them details of your payment record with us. We will not disclose any information to any other parties without your consent, unless required to do so because we are authorised by the FSA, it is in the public interest, or we have to by law. We may, however, use the information we hold about you to provide information to you about other products and services which we feel may be appropriate to you. Under the Data Protection Act 1998 you have a right to see personal information about you that we hold in our records. If you have any queries in this regard please write to us.

If you do not wish to receive marketing information from us please let us know by contacting us at the address below.

Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud Register

Insurers pass information to the Claims and Underwriting exchange register operated by Database Services Limited and the Motor Insurance Anti-Fraud Register compiled by the Association of British Insurers. The objective is to check information provided and to prevent fraudulent claims. Motor insurance details are also added to the Motor Insurance Database operated by the Motor Insurers' Information Centre (MIIC), which has been formed to help identify uninsured drivers and may be accessed by the police to help confirm who is insured to drive. In the event of an accident, this database may be used by insurers, MIIC and your motor insurer to identify relevant policy information. Other insurance related databases may also be added in the future.

Applicable Law

This Terms of Business document is subject to English Law.

Please do not hesitate to contact us if you have any queries with regards to any points mentioned in our Terms of Business.

Three Counties Insurance Brokers Ltd
 Russell House, Ely Street, Stratford upon Avon
 CV37 6LW
 Telephone 01789 293815
 Fax 01789 299301
 E-Mail info@3co.co.uk
www.3co.co.uk