



Medical Professional Liability Proposal Form for Local Authorities

Guidance Notes and Important Notices

These NOTICES apply to this Proposal and any attached Addenda

These guidance notes explain about the duties of disclosure required in completing this Proposal and some of the more important aspects of the insurance contract. It is important that the answers are full and accurate. However, signing this Proposal does not bind the Proposer or the Underwriters to complete a contract of insurance. This Proposal uses certain terms defined within the corresponding policy wording and which should be read in conjunction with this Proposal.

Important Notices

Please note that for the purposes of this insurance policy the Underwriters consider that where any Insured has received either an oral or written communication from or on behalf of a patient and/or a request by or on behalf of a patient for copies of medical records, then the Insured shall be deemed to have been aware of a Claim. The Underwriters will not be liable for any such Claim that has not been reported.

Proposal

This **Proposal** must be typed or completed in ink and signed and dated by the Proposer. This **Proposal** is made by the Proposer to the Underwriters to enter into a contract of insurance and the Proposer **MUST** have the requisite authority on behalf of the **Insured** to complete and sign it. Every question must be answered accurately and fully. NONE or NOT APPLICABLE should be entered if any questions do not relate to the **Insured**. A quotation by the Underwriters may be refused or delayed if any answers are incomplete. If you are unsure about any question or if you need any assistance in completing this **Proposal**, please contact us or your Insurance Advisor. The **Proposal** and the insurance policy shall be considered as one sole document.

In the event of any conflict between the **Proposal** and the policy, the policy shall prevail.

“Claims Made” and Prior Claims

This is a proposal for a “**Claims made**” policy. A “**Claims made**” policy only provides cover in respect of **Claims** made against the **Insured** and notified to Underwriters during the **Policy Period** and /or any discovery period. The Underwriters shall not be liable for any **Claim** or **Defence Costs** that the **Insured** knew about or reasonably could have foreseen or discovered prior to the **Policy Period**. For example, where any **Insured** has received either an oral or written communication from or on behalf of a patient and/or a request by or on behalf of a patient for copies of medical records, the **Insured** will be deemed to have been aware of a **Claim**. In addition, the Underwriters shall not be liable for any **Claim** or **Defence Costs** arising from any circumstance, occurrence, fact, matter or **Claim** notified to any insurer and/or medical defence organisation prior to the **Policy Period**.

Material Statements

The Underwriters will rely upon the material statements and information supplied in the **Proposal** and therefore it is important that:

- a) all **Medical Services** for which cover is required and
- b) every matter which is known or ought reasonably to be known by the **Insured** and that a reasonable person in the circumstances could be expected to identify as relevant and/or material to the risk being insured

are disclosed in the **Proposal** before this policy is entered into and at any renewal, extension, variation or reinstatement of the policy.

In the event of any material changes during the **Policy Period**, such as expansion, addition of new services or locations, merger, sale or take-over, it is important that these material changes are notified to the Underwriters immediately in writing, as these changes will affect the coverage provided by this policy.

In the event of unintentional non-disclosure, the Underwriters may at their absolute discretion refuse to cover additional exposure to that which was disclosed; or charge a reasonable additional premium; or avoid the contract.

In the event of intentional or fraudulent failure to comply with the duty of disclosure, or fraudulent misrepresentation to the Underwriters, the Underwriters may avoid the contract.

Acceptance of Terms

Upon acceptance of the Underwriters' terms and conditions, it is important that the premium is paid in accordance with the payment terms, as non-payment of the premium will result in the policy being declared void from its inception date.

Waived Recourse Rights and Rights of Subrogation

This policy includes a provision that will exclude or limit Underwriters' liability in respect of loss where you are a party to an agreement that excludes or limits your rights to recover damages from a person in respect of that loss. Underwriters refer you specifically to clause 4.4 of the policy terms.

Legal Notices

EU Residents: The parties making this contract are free to choose the law applicable to this contract. Unless the Proposer indicates otherwise in the **Proposal**, the contract shall be subject to the law of the country of domicile of the **Insured**. In any event, the Proposer is advised that the Underwriters are subject to regulation by Lloyd's of London and ultimately by the Financial Services Authority in the United Kingdom.

Non-EU Residents: If the Proposer has requested and the Underwriters have accepted that this contract be subject to the laws and jurisdiction of the country of domicile of the **Insured**, then if any of the terms of the policy are in conflict with any applicable statute, the policy terms shall be deemed amended, in order to comply with the minimum provisions of such law.

This **Proposal** is not intended for use by residents of Australia or the United States of America or of any territories which are subject to the laws of the United States of America.

The MPLC is an underwriting intermediary licensed in Gibraltar by the Financial Services Commission under licence number FSC00659B. The MPLC's insurances underwritten by certain underwriters at Lloyd's.

Complaints

The MPLC aims to provide a first class professional service to its customers. Should you have any questions, concerns or complaints about your policy or the handling of a **Claim** you should, in the first instance, contact your broker.

Alternatively, you may wish to contact The MPLC by writing to:

Managing Director
The Medical Professional Liability Company Limited,
Regal House,
Queensway,
P.O. Box 1446,
Gibraltar.

In the event that you are unable to resolve the situation you may, in certain circumstances, contact the Policyholder & Market Assistance Department at Lloyd's.

Address: Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London, EC3M 7HA;
Tel No: 020 7327 5693; Fax No: 020 7327 5225; E-mail: Complaints@Lloyds.com

Finally, in the event that the Policyholder & Market Assistance Department is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service (FOS) or other local dispute resolution body. Further details will be provided at the appropriate stage of the complaints process.

Broker/Insurance Advisor's details:

A. Local Authority Information Section

Please provide the following information about the Insured as a corporate entity.

1. i) The **Insured's** full name:

2. i) Please give details of the **Insured's** Registered Office:

Address:

Post code:	Country:
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Telephone:

Fax:

www.

Email:

- ii) Do any of your activities involve a joint venture with any other company, partnership, individual or other professional grouping? (Excluding section 31 Partnership. Please refer to question 5)

YES	NO
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- iii) Will your activities involve new or incoming partners becoming involved in your activities during the next 12 months? (Excluding section 31 Partnership. Please refer to question 5)

YES	NO
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If the answer is YES to either of questions ii) and iii) then please give details here:

3. i) In respect of the locations where you provide **Medical Services**, are you in possession of the relevant licences and/or registrations from the applicable regulatory body or as required by law?

YES	NO
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If "NO" then give full details here:

- ii) Which associations, professional bodies or self-regulatory organisations is the Insured a member of or registered with?

- iii) Has membership or registration with any such bodies or organisations in the past ever been suspended or withdrawn, had conditions imposed on it or an application for it declined?

YES	NO
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If "YES" then give full details here:

4. i) Are there any discussed or proposed changes in your activities or any major developments likely to occur within the next 12 months?

YES	NO
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If "YES" then give full details here:

- ii) Has the exposure relating to this Proposal changed materially over the last five years? (E.g. have there been material changes in the number of beds, procedures carried out, or doctors employed or any other significant changes in the risk?)

YES	NO
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If "YES" then please provide full details in a separate table or spreadsheet.

B. Medical Services Section

5. Are you involved or planning to be involved with the provision of healthcare services under the 1999 Health Act Section 31 Partnerships?

YES	NO
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If "YES", please complete Appendix A.

Residential Care

6. Does the Insured own or operate any residential care facilities?

If "NO", please proceed to Question 12

YES	NO
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7. Please provide the address(es) of all residential care facilities owned or operated by the Insured.

8. i) Total bed numbers and average daily occupancy over last 12 months:

	Number of Beds	Average Daily Occupancy
Learning Disability		%
Dementia		%
Acute Psychiatric		%
Psychiatric Rehabilitation		%
Personality Disorder		%
Elderly Care		%
Drug and Alcohol Rehabilitation		%
Hospice		%
Nursing Care		%
Physical Disability		%
Acquired Brain Injury / Neurological		%
Respite Care		%
Other (please state)		%
Total		%

ii) Total number of residents in last complete financial year.

iii) Total number of residents in the current financial year

iv) Proportion of residents coming from the following territories (last complete financial year):

USA %

Canada %

9. i) If facilities are provided for persons under the age of 18 please complete the following section.

	0-5 Years	6-10 Years	11-18 Years
Total number of males			
Total number of females			
Total number of bedrooms			
Total number of children/ young adults per bedroom			

ii) Please provide details of Segregation / Supervision arrangements

10. Do you provide any training or teaching facilities?

a) Own staff only YES NO

b) External staff YES NO

If "YES", please provide details.

11. Do you accept any patients with a dual diagnosis? YES NO

If "YES", what facilities do you have in place to treat these patients?

Occupational Health

12. Does the Insured provide any Occupational Health services? YES NO
If "NO", please proceed to Question 16

13. Is all Occupational Health work carried out for and on behalf of your own employees only? YES NO

If "NO", how much income is generated from external appointments?

14. Please advise the total number of medical assessments performed in the past year?

Estimated future assessments.

15. Please advise the approximate percentage breakdown of the medical assessments

Pre employment checks %

Fitness to work %

Insurance medicals %

Well Woman/Man %

Other (Please state below) %

Medical Services for Schools

16. Does the Insured provide any **Medical Services** to children in schools? YES NO
If "NO", please proceed to Question 18

i) Please provide details of all schools where **Medical Services** are offered.

ii) Is cover required for any non medical employees who are involved in the provision of **Medical Services**? YES NO

If "YES", please provide details of the training undertaken to perform the procedure.

iii) Please provide full details of all medical services provided.

iv) Is the patient, or their representative, required to sign a consent form prior to receiving the medical procedure? YES NO

Non Residential Care Services

18. Does the Insured offer any non-residential care services to patients? If "NO", please proceed to Question 20 YES NO

19. Please advise details of non-residential care services

	Number of users	Turnover
Assisted Living		
Day Care Centres		
Other (please state)		

C. Medical Services-Personnel Section

The MPLC's policy primarily provides medical professional liability insurance cover for the **Insured** in respect of **Claims** being made against it in respect of work performed by any person who is, has been or may become, during the **Policy Period**, a principal, partner, director, employee or volunteer of the **Insured**, including part time employees, students, locums, agency nurses and other temporary employees. It does **NOT** automatically cover **Independent Professional Practitioners** who work or provide services on or out of your premises or who may expose you to potential Claims UNLESS you specifically request Underwriters to do so in Question 21 below.

20. Total numbers of persons involved in the following capacities:

	Full and part-time employees	Independent Professional Practitioners
Doctors		
Residential Medical Officers		
General Practitioners		
Psychiatrists		
Other Non Procedural Physicians		
Other Medical Personnel		
Nurses		
Registered Mental Healthcare Nurses		
Carers - NVQ 2 and above		
Unqualified Carers		
Occupational Therapists		
Drug/Project Workers		
Qualified Counsellors		
Pharmacists		
Complementary Professionals		
Other (please state)		
TOTAL		

21. Do you require cover for Independent Professional Practitioners who work or provide services on or out of your premises or who may expose you to potential Claims? YES NO

If yes, then please provide a schedule listing all individuals for whom additional coverage is required, stating their full name, address, date of birth, occupation, and qualifications. **Please note that any coverage will only be in respect of work performed for and on behalf of the Insured, and no coverage will be available for work performed by these individuals for any other party.**

22. i) Do you keep accurate records of and ensure that throughout the **Policy Period** ALL professional practitioners hold valid licences to practise in their respective specialisations issued by the relevant lawfully established and recognised licensing authority? YES NO

ii) Do you take up references in respect of ALL your professional practitioners? YES NO

If the answer is "NO" to either 22i) or 22ii) then please provide full details here:

iii) During the last 10 years have any professional practitioners ever been subject to disciplinary proceedings for misconduct in professional matters? YES NO

iv) During the last 10 years, have any professional practitioners or staff members been charged or summonsed for arson, drugs, fraud, malicious damage, theft or injury to any person? YES NO

- v) Has any professional practitioner presently employed or engaged by you ever been held by a court, tribunal or similar body to have committed an act of fraud or held to have been negligent? YES NO
- vi) Has any professional practitioner or staff been found guilty of a breach of any statutory obligations, by-laws or regulations? YES NO

If the answer to any of questions iii) to vi) is "YES" then please provide full details here:

- vii) Do you keep accurate records of and ensure that throughout the **Policy Period** all **Independent Professional Practitioners** are members of a medical defence organisation or similar scheme, club, association or arrangement from which such practitioners benefit from insurance or indemnity or have the benefit of another form of compensation or payment or insurance in respect of their activities and potential exposure to **Claims**? YES NO

If "NO", then please refer back to Question 21 and provide a schedule listing any individuals for whom coverage is required.

D. General Services and Records Section

- 23. i) Do you provide facilities for the sterilisation of instruments in accordance with current guidelines and do you ensure that effective cross-infection control methods are employed? YES NO N/A
- ii) Do you have a protocol for needlestick injuries? YES NO N/A

If "NO" to any of Question 23, then provide details of what arrangements are in place here:

- 24. i) Do you maintain and will you continue to maintain accurate descriptive records of all **Medical Services** and equipment used in procedures? YES NO N/A
- ii) Do you retain and will you continue to retain the records referred to above for at least ten (10) years from the date of treatment and, in the case of a minor, for at least ten (10) years after that minor attains majority? YES NO N/A
- iii) Do you retain and will you continue to retain and preserve obstetric records indefinitely? YES NO N/A

If "NO" then provide full details in the space opposite.

If "NO" then provide full details in the space opposite.

If "NO" then provide full details in the space below.

- iv) Do you maintain a record of all requests (whether written or oral) on behalf of patients for copies of medical records? YES NO

If "NO" then provide full details in the space below.

- v) Would all medical records referred to above be made available for inspection and use by Underwriters or their appointed representatives together with such oral or written information, assistance, signed statements, evidence or depositions as Underwriters may require in the investigation or defence of any **Claim** without charge to Underwriters? YES NO

If the answer is "NO" to any of Question 24, then provide full details here:

- 25. Do you promote or publish any advice or information or give any diagnosis or treatment of any type over the Internet or via any computer or any electronic system accessible outside your premises? YES NO

If "YES" then give full details here:

E. Previous Insurance History and Circumstances

Please refer to your insurance broker if you are in any doubt as to what is being asked in this section.

- 26. Who are your present medical professional liability insurers?

- 27. i) Has prior coverage been on a **CLAIMS MADE BASIS**? If "YES", what is the retroactive date?

If "NO", then provide a copy of your current insurance policy.

NB. The MPLC's cover for Medical Professional Liability is on a Claims made basis

- ii) Has insurance cover been maintained in force continuously since the retroactive date stated in Question 27. i) above? YES NO

If "NO" then please provide full details here

- iii) What are the indemnity limits of your current policy?
- iv) What is the self insured **Excess**?
- v) What is the expiry date?
- vi) Please give full details of all similar insurance held during the past 5 years (below):

Policy Year	CM LO	Retroactive Date	Limit of Indemnity Any One Claim	Limit of Indemnity Any One Year	Deductible Self Insured Excess

Note: CM = **Claims** Made
 LO = Losses Occurring

28. i) Has any application for these types of insurance coverage ever:
- a) been returned or declined? YES NO
- b) been cancelled or had renewal refused? YES NO
- c) had special terms imposed? YES NO
- ii) During the last 10 years have you ever had any insurer allege a failure to notify circumstances and/or report a **Claim** in a timely manner in accordance with policy conditions? YES NO
- iii) During the last 10 years have you notified circumstances to any insurer of which you were aware, for example, an allegation of negligence, error, omission, misleading conduct, which subsequently resulted in a **Claim**? YES NO
- iv) During the last 10 years has any previous insurer alleged a breach of utmost good faith by you or your predecessors in business or any present or former principal, partner or director? YES NO
- v) Following a full investigation, are any of the principals, partners, directors or staff aware of any matter, occurrence or circumstance, which may result in any **Claim** against you or your predecessors in business or any present or former principal, partner, director or professional practitioner? YES NO
- vi) Following a full investigation, are any of the principals, partners, directors or staff aware of any accounts overdue for payment where there is reason to believe that the patient or client is dissatisfied with the professional services rendered? YES NO

If the answer to any of the above is "YES" then give details here:

F. Insurance Requirements

29. i) Indicate which options you require for Limit of Indemnity and self-insured **Excess**.

Limit of Indemnity:

NB. The Limits of Indemnity include Defence Costs and are in the aggregate for the Policy Period

Currency unit	GBP£		
1,000,000		6,000,000	
2,000,000		7,000,000	
3,000,000		8,000,000	
4,000,000		9,000,000	
5,000,000		10,000,000	
		Other: (please specify)	

Excess:

N B. The Excess is the amount you bear each Claim, including Defence Costs, which must remain at your own risk and uninsured.

Currency unit	GBP£		
5,000		75,000	
10,000		100,000	
25,000		Other: (please specify)	
50,000			

- ii) As regards third party **Claims**, The MPLC's standard policy only covers **Claims** made against you in the jurisdiction of the country where the premises are, from which you carry on your business. If you wish other jurisdictions to be included, state which ones here and why:

- iii) The MPLC's policy can be extended to provide the following enhancements of cover. Your broker can give you further details. Note that sub-limits may apply and *for certain Proposals, these options may not all be available.*

a) Breach of Confidentiality	
b) Dishonesty of Employees	
c) Loss of Documents	
d) Errors and omissions (not resulting in bodily injury)	
e) Libel and Slander	
f) Reinstatement of policy limit in the event of a Claim	
Standard Basis	RTC Basis

RTC (Round the Clock) Basis means that the reinstated limit will only apply after your **Excess** layer insurers have all paid their full aggregate limits, and the additional premium will be reduced accordingly.

If you choose RTC basis then indicate below any limits of insurance you are seeking in **Excess** of the limits sought under The MPLC's insurance. You must also advise your **Excess** insurers that you have an RTC basis of reinstatement and advise us in the event that the **Excess** limits finally obtained are other than as anticipated below.

Excess limits sought and/or obtained:

G. Previous Claims history

30. You must list here or on a separate sheet all **Claims** made against you during the last TEN (10) years, whether insured or not. The amount of the **Claim** should include **Defence Costs**. Include both Medical Professional Liability and Public Liability **Claims**. Underwriters consider a **Claim** to have been made where an **Insured** has received either an oral or written communication from or on behalf of a patient or any third party or a request by or on behalf of a patient for copies of medical records. **Include all incidents which are reasonably likely to give rise to a Claim, even if no Claim has been made.** If there is insufficient space, please provide a separate schedule with the above information for each **Claim**. **IF NONE, PLEASE STATE NONE.**

Date of Incident	Date of Claim	Amount Claimed	Amount Paid	Amount Outstanding	Details – including nature of the allegations and details of Claimant	Notified to and accepted by previous Insurers or Medical Defence Organisation

Please use the additional information sheet to record any other previous **Claims**, noting the appropriate question number. If you have written “NO” in the final column above, then please provide an explanation (please refer to the guidance notes regarding prior **Claims**).

H. Declaration Section

31. Please provide here any additional information that may be material to the Underwriters, e.g., details of additional **Medical Services** for which coverage is required – types of management systems and procedures followed by you, risk management, or **Claims** management systems. Please attach a copy of your latest annual report and any other materials, which describe the nature of your business. Your duty of disclosure and the answers given by you to the specific questions in the **Proposal** form will be treated by the Underwriters as applying to each person or entity seeking cover, including each principal, partner or director.

I/We declare and warrant that I/we have read and understood the guidance notes and important notices and that after full examination, all statements and particulars contained in the **Proposal** and Addenda are true and that no information whatsoever has been withheld that might increase the risk of the Underwriters or influence the acceptance of this **Proposal** and should the above particulars alter in any way, I/We will advise the Underwriters immediately. I/We understand that failure to disclose any material facts, which would be likely to influence the acceptance and assessment of the **Proposal**, may result in the Underwriters refusing to provide indemnity or cancelling the policy in every respect. I/We hereby agree and accept that this Declaration shall be the basis of the contract between both parties if entered into.

FOR AND ON BEHALF OF

Full Name of the **Insured** (IN BLOCK CAPITALS PLEASE)

SIGNATURE

DATE

NAME OF PROPOSER

POSITION HELD

(IN BLOCK CAPITALS PLEASE)

Appendix A

Please provide the following details of all current and pending partnerships.

Title/Service	Start date	Are you the lead partner Y/N?	Please advise of all other partners	Please describe all activities undertaken	Do you employ medical staff?	Under terms of partnership, are you liable for medical care provided?

Check List

Please complete the following checklist to ensure that all relevant additional information has been provided.

1. Is a schedule of Independent Professional Practitioners attached? (Refer to Question 21 and 22)
2. Has Appendix A been completed? (Refer to Question 5)
3. Have full Claims details been provided? (Refer to Question 28).
4. Has any relevant additional information been provided? (For example copy of Consent Form)
5. Has the Proposal been signed and dated?
6. Have you retained a copy for your records?

Additional Information

Please use this space to record the answers to any questions for which you require additional space, noting the appropriate question number

Empty space for recording answers to questions.