

Application for Dentists Liabilities Insurance

ADA SA Members

Underwritten by Guild Insurance Limited AFSL No. 233791

Please complete this Application and fax to Guild Insurance on (03) 9810 9810 or mail to Locked Bag 7, Hawthorn Vic 3122.

You have a duty of disclosure on entering into This Policy with Us. Information about Your Duty of Disclosure and other Important Notices are outlined on pages 4-5 of this Application. Please read this information carefully as failure to meet Your duty of disclosure or other obligations could impact on Your insurance.

If You are **not** a member of the ADA different premiums apply; please contact Guild for an alternative Application form.

Are you an ADA member? Yes No Membership No: _____

Are you a business owner? Yes No

1. Applicant Details (Full name of the Dentist to be insured)

Title:	First Name:	Surname:	Date of Birth:	/	/	/
Trading Name (if applicable) (employees do not complete):						ABN:
Postal Address:						
			Suburb:	State:	Postcode:	
Employment Address/Place of Practice:						
			Suburb:	State:	Postcode:	
Business Telephone:			Private Telephone:		Facsimile:	
Mobile:			Email Address:			

2. Period of Cover (Please select only the commencement date for your Cover)

From: ___/___/___ to 4pm on 1/7/11 - Your cover should be arranged to commence from the expiry date of Your existing policy.

3. Dentists Liabilities

This insurance is "claims made" cover.

It provides Civil Liability cover up to \$20,000,000 in connection with the practice including:

- Breach of Professional Duty as a Dentist
- Goods Sold and Advice on Goods Sold
- Defamation and Unlawful Restraint
- Principal's Previous Practice
- Trade Practices Act Cover
- Public Liability

Legal Fees cover up to \$100,000 for:

- Coronial and disciplinary inquiries
- Employment related disputes pursuant to Anti-Discrimination or Equal Opportunity legislation

4. Select Your Employment Category

	Membership Categories	Premium Payable
<input type="checkbox"/> General Practitioner or Specialist	YD3	\$1618.00
<input type="checkbox"/> Employee Dentist	EMP	\$1519.00
<input type="checkbox"/> Graduated Dentist	G	\$0.00
<input type="checkbox"/> Graduate 1st Year	YD1	\$409.00
<input type="checkbox"/> Graduate 2nd Year	YD2	\$793.00
<input type="checkbox"/> Oral/Oral & Maxillofacial Surgeon	OMI	\$4763.00
<input type="checkbox"/> Government Employed (no private practice)	EIS	\$509.00
<input type="checkbox"/> Government Employed (plus 16hrs or less private practice)	GP1	\$807.00
<input type="checkbox"/> Government Employed (plus between 16 & 24hrs private practice)	GP2	\$1200.00
<input type="checkbox"/> Restricted Practice (16hrs or less private practice)	EIP1	\$807.00
<input type="checkbox"/> Restricted Practice (between 16 & 24hrs private practice)	EIP2	\$1200.00
<input type="checkbox"/> Retired Dentist	R2	\$479.00
<input type="checkbox"/> Hygienist (more than 16hrs private practice)	H	\$479.00
<input type="checkbox"/> Hygienist (16hrs or less private practice)	HR	\$269.00

Premium Payable is on the basis You have answered no to Questions 2 to 6 over page and is inclusive of GST and Stamp Duty.

For further information on membership Categories contact ADA SA on (08) 8272 8111.

5. Prior Insurance Details - Please provide details of previous insurance held:

Cover: _____

Insurer / Fund: _____

Details: _____

Professional Indemnity: _____ Retroactive Date on Policy: / /

Public Liability: _____ Type of Policy: Claims Made Occurrence

6. General Information

1. Do You perform work outside Australia? Yes No

This insurance does not provide cover for claims made or claims happening outside Australia.
If cover for work performed outside Australia is required, please notify Guild Insurance via ADA SA.

Questions 2 to 6 relate to all parties to be insured by this policy;

2. Has any claim ever been made or negligence alleged, or circumstances been notified to You, or any insurer, which may give rise to a claim in relation to or arising out of Your dental practice? Yes No
3. To Your knowledge, after enquiry of all staff, is there now any claim or circumstance that may give rise to a claim against You or Your employees? Yes No

If Yes to Question 2 or 3 please provide below.

1. Date of Loss/circumstance:	Estimate of Liability:	Insurer at time:
Description of Loss:		
2. Date of Loss/circumstance:	Estimate of Liability:	Insurer at time:
Description of Loss:		
3. Date of Loss/circumstance:	Estimate of Liability:	Insurer at time:
Description of Loss:		
4. Date of Loss/circumstance:	Estimate of Liability:	Insurer at time:
Description of Loss:		

4. Has any complaint or disciplinary proceeding or inquiry been made against You or Your employees in relation to professional conduct? Yes No
5. Has any insurance company in connection with Public, Products, or Professional Liability insurance of You or Your employees:
- (i) Declined to accept a proposal, or cancelled or declined to renew a policy? Yes No
 - (ii) Imposed special conditions or excesses? Yes No
 - (iii) Refused to meet or denied a claim submitted? Yes No
6. Have You:
- (i) Been declared bankrupt, or been involved in a company or business which became insolvent or subject to any form of insolvency administration? Yes No
 - (ii) Been convicted of a criminal offence within the last 5 years (other than minor traffic infringements)? Yes No
 - (iii) Been liable for a civil or pecuniary penalty within the last 5 years? Yes No

If Yes to any of above questions 4 to 6, please provide details.

If Yes to any of above questions 2 to 6, I authorise Guild Insurance to make any necessary checks of prior insurers. Yes No
I also authorise the ADA or any ADA branches to release to Guild Insurance or its agents any information that is held and which is relevant to the above questions.

7. Declarations and Privacy Consents

- I:
- acknowledge that I/We have read the Important Notices attached to this Application;
 - declare the answers and information given in this Application are true and correct and I have not withheld any information likely to affect the acceptance of this Application or the terms and conditions on which it is accepted;
 - agree to pay the Premium set out in the Schedule of the Policy;
 - agree that upon acceptance of this Application the insurance will be subject to the terms, conditions, exclusions and provisions of the Dentists Liabilities Insurance Policy underwritten by Guild Insurance Limited;
 - consent to the collection, storage, use and disclosure of personal and sensitive information of all persons covered by this Application in accordance with the Privacy Act 1988, for both the principal purpose of assessing my Application for insurance Cover under the Dentists Liabilities Insurance Policy, and for the secondary purpose of disseminating to me information, notices and details regarding this insurance Policy or other products and services offered by Guild Insurance Limited and any related companies;
 - authorise Guild Insurance Limited to reference the database of other insurers to confirm the information I/We have supplied in this Application;
 - I consent to the disclosure of my claims history and claims experience to Australian Dental Association or any ADA branches for assistance with the provision of member services and for the purpose of assistance with the management of my claims and for the educational benefit of the professional membership body through the dissemination of data and case studies which have, where possible been depersonalised to protect identity.

I note that I have the right to access personal information, and that I may withdraw my consent to the use of personal information for marketing or promotional purposes at any time by advising GIL on Freecall 1800 810 213.

Signed: _____

Date: / /

8. Premium Payable (please refer to Section 4)

Total premium payable: \$* _____ (*including Stamp Duty and GST)

- Enclosed is my cheque payable to Guild Insurance Limited
- Please charge my MasterCard / Visa / Diners (please circle)

Card Number: _ _ _ _ / _ _ _ _ / _ _ _ _ / _ _ _ _

Valid to: _ _ / _ _ Name of Cardholder: _____

Please return completed application with payment to Guild by fax on 03 9810 9810 or mail to Locked Bag 7, Hawthorn Vic 3122.

Office Use Only			Premium:	\$
Client Account No:	ADA Classification Code:	Association No:	GST:	\$
Client Account Manager:		Prospect ID:	Stamp Duty:	\$
Policy Signed and Sent by:		Date: / /	Total:	\$

Important Notices

Listed below are some "Important Notices" that We are obliged to bring to Your attention. If You are in doubt as to how they may affect You contact Our office and ask for an explanation.

Words Used With Special Meanings

Where used in these Important Notices, the following shall mean:

Cover

The protection provided by This Policy.

The Application

The document that You read, complete, sign and return to Us before This Policy is issued.

The Policy, This Policy, Your Policy

The following documents:

- this standard wording;
- the Schedule;
- any Endorsement; and
- the Application signed by You and accepted by Us.

We, Us or Our

Guild Insurance Limited (ABN 55 004 538 863).

You or Your

Please see the definition in Your Policy.

Definitions

Dentist

A person registered as a dentist under the terms of any relevant act or similar legislation of any State or Territory of Australia and including any person registered to undertake practice as a dentist and/or dental specialist, including oral and/or maxillofacial surgeons, but in respect solely of dental care provided by such oral and/or maxillofacial surgeons, for which such oral and/or maxillofacial surgeon is registered or licensed as a dental practitioner under a State or Territory law that provides for registration or licensing of dental practitioners.

Terrorism

An act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, or religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

Under the heading of "What is not Covered"

A. This Policy does not Cover and We will not be liable for any loss, damage or liability whatsoever, or cost or expense of whatsoever nature, directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by or caused by or in connection with:

Asbestos

Asbestos in whatever form or quantity.

Medical Practitioner

Any Claim against a medical practitioner, but this exclusion does not apply to claims made against an oral and/or maxillofacial surgeon, who is registered or licensed as a dental practitioner under a State or Territory law that provides for registration or licensing of dental practitioners, but in respect solely of dental care provided by such oral and/or maxillofacial surgeon, registered or licensed as a dental practitioner under State or Territory law that provides for registration or licensing of dental practitioners.

Terrorism

Terrorism regardless of any other cause or event contributing concurrently or in other sequence to the loss, including any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

War Risk

Any war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution insurrection, mutiny, popular rising, military or usurped power, confiscation, commandeering, nationalisation, requisition or destruction or damage by order of any government (whether lawfully constituted or otherwise) or by any public authority, action taken by any government or public authority in hindering, combating or defending any of the preceding incidents.

Other Important Notices

Duty of disclosure

Before You enter into a contract of general insurance with Us You have a legal duty under the Insurance Contracts Act 1984 to tell Us every matter that:

- You know; or
- could reasonably be expected to know;

is relevant to Our decision to accept Your Application for insurance and, if We do so, on what terms it is accepted.

You have the same duty to disclose all relevant matters before You renew, extend, vary or reinstate this contract of insurance. Everyone who is insured by this Policy is subject to this duty of disclosure.

Your duty of disclosure continues from the time:

- We receive Your Application until the time We accept Your Application;
- We receive a request from You to extend, vary or reinstate Your Policy until the time Your Policy is extended, varied or reinstated; or
- We provide You with an invitation to renew Your Policy until the time Your Policy is renewed.

Your duty does not require You to tell Us about matters:

- that diminish the risk;
- that are common knowledge;
- that We know, or in the ordinary course of Our business as an insurer, ought to know; or
- when compliance with the duty of disclosure is waived by Us.

Non-Disclosure - failure to comply with Your duty of disclosure

If You fail to comply with Your duty of disclosure We may be entitled to reduce Our liability under this Policy in respect of a claim and/or We may cancel this Policy.

If Your non-disclosure is fraudulent, We may also have the option of avoiding this Policy from its beginning.

Complaints and Dispute Resolution

We work hard at building strong individual relationships with Our clients. This requires communication, accessibility, and a commitment to quality products and services. However, even in this situation, disputes do inevitably arise. We have therefore developed a Complaints and Dispute Resolution Process which is fair, efficient and accessible to all our clients.

Complaint

If You would like to make a complaint You should telephone Our local regional office on 1800 810 213 and speak to one of Our friendly staff, who will do their best to assist You. If Our staff member is not able to resolve Your complaint they will refer the complaint to the Regional Manager who will do their best to assist You.

We will respond to Your complaint in writing no later than 14 business days provided We have all the information necessary to deal with Your complaint. Where We need further information We will agree on an alternative time frame with You.

Where a complaint cannot be resolved by the Regional Manager, You can request that the matter be referred to the National Claims Manager who will treat Your complaint as a dispute and endeavour to resolve it through Our Dispute Resolution Process.

Dispute Resolution Process

Our Dispute Resolution Process is available at no cost to You. We will keep You fully informed throughout the process and will reply to You within 14 business days from the time We have sufficient information to deal with the dispute.

We have brochures available that provide information about:

- Our internal procedures for handling a dispute;
- the time in which a dispute will normally be handled; and
- the powers of the officer handling the dispute.

In the event that Our internal dispute resolution facility is unable to satisfactorily resolve Your dispute, and You wish to take the matter further, We can for certain matters, provide You with information regarding a free external dispute resolution service.

Association Membership Status

Your premium reflects Your risk profile as a member or non member of your professional association. If Your membership status changes during the currency of This Policy, we will be entitled to amend the premium.

Claims Made

This insurance operates on a claims made basis which means that You are covered for:

- Claims made against You during the Period of Cover and notified to Us during such period providing You were not aware at any time prior to the commencement of such period of any circumstances which could lead to a Claim being made against You;
- circumstances You first became aware of during the Period of Cover which may lead to a future Claim providing You notify Us during such period of such circumstances.

Defence Costs

Where the amount required to settle a Claim exceeds the Sum Insured shown in the Schedule, We will pay part of the Defence Costs of a Claim. The amount We pay will be in the same proportion as the Sum Insured bears to the total amount required to settle the Claim.

Excess or Deductible

An excess or deductible may apply to Your claim. Excess or deductible means the amount You must pay towards a claim. You will find the amount of any excess shown in Your Schedule. We will subtract it from the amount We owe You for a claim before We pay the claim to You.

Financial Support for Associations

If you are a current member of a professional association and a referral agreement exists between Guild Insurance Limited and your association, Guild Insurance Limited provides financial support to your association. Such support includes sponsorship, marketing assistance and a referral fee of up to 10% of your annual premium for This Policy before government charges.

If you would like to know whether your association has entered into a referral agreement with Guild Insurance Limited or require further information, please contact Us.

General Insurance Code of Practice

We are a signatory to, and fully support, the General Insurance Code of Practice. The aim of the Code is to further raise the standards of practice and service in the insurance industry. Please contact Us if You would like further information about the Code of Practice.

Material Changes

If there is any material change to the risk, such as going overseas, this must be notified to Us via Your ADA Branch.

Retirees Cover

This insurance provides an automatic continuation of cover for Dentists who cease to practice after having been a policyholder with Us prior to retirement or cessation of practice. Such retirees will be protected against claims arising from their former dental practice without further payment of premium. Retirees who intend to recommence working in the practice of dentistry for however short a period, should immediately seek cover in relation to that activity.

Retroactive Liability

This insurance, except the additional benefit – Legal Fees, does not provide cover in relation to claims arising out of acts, errors, omissions or conduct that occurred prior to the Retroactive Date shown in the schedule. Should there be no such Retroactive Date, then this insurance will be without retroactive limitation; Known Circumstances are excluded; also excluding any claim for which You are entitled to receive assistance in the form of indemnity from a Dental or Medical Defence Organisation.

Surrender or waiver of any right or liability assumed under the agreement

We will not insure You for the whole or any part of any Claim where You have, without Our written consent:

- agreed not to recover from persons or entities liable to compensate You in respect of such claim; or
- agreed to accept liability under any agreement unless You would have been so liable in the absence of such agreement, unless otherwise provided for in this Policy.

Terrorism

The Commonwealth Government has enacted legislation known as the Terrorism

Insurance Act 2003 (the Act) which established the Australian Reinsurance Pool Corporation (the Pool). The Pool was set up to administer a Terrorism cover scheme which came into effect on 1 July 2003. The provisions of the Act will override any existing Terrorism exclusion in this Policy.

Terrorism cover is compulsory. The Act does not permit You to opt out of this arrangement.

There is a premium payable for Terrorism cover. This premium is in addition to the premium otherwise payable for Cover under this Policy. This Terrorism premium is also subject to taxes and government charges such as fire services levies, where applicable, GST and stamp duty.

Your Privacy

We respect Your privacy rights and we are committed to complying with all applicable privacy laws. These laws include the Privacy Act 1988, which incorporates the National Privacy Principles for the fair handling of personal information, as administered by the Office of the Federal Privacy Commissioner. You may gain access to the information We hold about You by writing to Us, contacting Your Guild representative or by contacting Us on Freecall 1800 810 213 during office hours.

By entering into insurance cover with Us (new business, renewal or endorsement) You acknowledge and agree to the collection, use and disclosure of Your personal and sensitive information as follows:

- personal information about You is collected, used and disclosed for the “primary purposes” of evaluating, effecting, managing and administering this or any other insurance cover or financial service or product provided to You previously, currently or in the future by Guild Insurance Limited (GIL), any related company, or in conjunction with GIL.
- personal information about You, collected for the above primary purpose may also be:
 - disclosed to or collected from Your professional association or Your professional association branches or Our service providers (including but not limited to claims consultants and reinsurers);
 - disclosed where We are required or permitted to do so by law.
- certain sensitive information such as information about Your health, Your criminal convictions (with the exception of Your spent criminal convictions), membership of associations may be collected, used and disclosed where appropriate and only for the above primary purpose.
- personal information about You will also be collected, used and disclosed by Us for the secondary purpose of informing You of other products and services offered by Us, Our related corporations and Your professional associations. You may, however, at any time withdraw Your consent to the use of information about You for the secondary purposes by advising Us on Freecall 1800 810 213 during office hours.
- if You do not provide the requested personal information, We may not be able to evaluate, effect, manage or administer Your cover and You may breach Your duty of disclosure.

Workers' Compensation

This insurance does not provide Workers' Compensation cover. If You are an employer, Workers' Compensation insurance is compulsory. Please contact Guild Insurance on Freecall 1800 810 213 for any information on Workers' Compensation cover.

For further details refer to the Policy document.

For any further information, contact your local Guild Insurance Office or call us on Freecall 1800 810 213

Guild Insurance Limited
ABN: 55 004 538 863
5 Burwood Road
Hawthorn Victoria 3122