

Non-Proprietor Pharmacist Professional Indemnity Insurance Application

Underwritten by Guild Insurance Limited AFSL No. 233791

Please complete this Application and fax to Guild Insurance on (03) 9810 9810

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.

1. Applicant details (This application should not be used if you are a proprietor pharmacist)

Title:	First name:	Surname:	Date of birth:	/	/
Postal address:					
Suburb:		State:	Postcode:		
Private address (if different to above):					
Suburb:		State:	Postcode:		
Business telephone:		Private telephone:	Facsimile:		
Email address:		Mobile:			
I am a pharmacist duly registered in the State of				Date Qualified: / /	
I am engaged in and/or propose to hold myself available for engagement as a non-proprietor pharmacist in the State of					

3. Period of cover (Please select Period of Cover required)

Please note: If you are a PDL member, all non-proprietor professional indemnity policies have a renewal date of April 30 each year.

From: ___/___/___ to 4pm on: **30 / 04 / 2015**

Your cover should be arranged to commence from the expiry date of Your existing Policy, (or now if You are not previously insured).

Non-Proprietor Pharmacist Professional Liability Cover Includes:

- Breach of Professional Duty as a Pharmacist (Professional Indemnity) \$20,000,000, including:
 - > Retired Pharmacist.
 - > Breach of Duty for nominated Non Pharmacy Services (as detailed below).
 - > Libel and slander and wrongful arrest.
 - > Trade Practices Act cover.
- Public Liability and Goods Sold/Supplied Liability \$10,000,000.
- Additional Benefit: Legal Fees (for any claim and in the aggregate for all claims) \$50,000

Non-Pharmacy Services

This policy will only cover the following non-pharmacy services when provided by You as a Non-Proprietor Pharmacist for Your pharmacist employer: acupuncture, audiometric testing, beauty treatment, child nursing services, cholesterol testing, collection agency (bank, health fund not being an insurance collection agency), ear piercing, homeopathy, naturopathy, nursing services, podiatry, photo finishing and DMMR (HMR) services.

List any other Non Pharmacy services You provide:

General Information

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

If Yes to any of above questions 1 to 3, please provide details.

General Information continued

4. 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 practice as a pharmacist? Yes No
5. To Your knowledge, is there now any claim or circumstance that may give rise to a claim against You? Yes No

If you answered Yes to Question 4 or 5 please provide details below including: Date of Loss & Circumstance, Description of Loss & Circumstance, Estimate of Liability, Insurer at time.

6. If You answered yes to any of the above questions 1 to 5, do You authorise Guild Insurance to make any necessary checks relative to the above? Yes No

Please note:

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 circumstance 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 circumstances.

Retirees Cover

This insurance provides an automatic continuation of Cover for pharmacists 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 pharmacy practice without further payment of premium. Retirees who intend to recommence working in the practice of pharmacy for however short a period, should immediately seek cover in relation to that activity.

Retroactive Liability

This insurance, save for 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 of 30 September 1983.

The act, error, omission or conduct which is the subject of any claim against You must have occurred on or after the Retroactive Date of 30 September 1983 for cover to exist under this insurance and if for example, a claim against You alleged conduct by You that pre-dated 30 September 1983, that claim would not be covered under this Policy.

Declaration

I/We:

- acknowledge that I/We have read the Important Notices at the end of this Application;
- declare the answers and information given in this Application are true and correct and I/We 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 Non-Proprietor Pharmacist Professional Indemnity Policy underwritten by Guild Insurance Limited;
- consent to the collection, storage, use and disclosure of personal information of all persons covered by this application the purpose of assessing my application for insurance cover under this Insurance policy, managing the insurance policy and providing 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.
- consent to the disclosure of my claims history and claims experience solely 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.

Signed: _____

Date: / / _____

Office Use Only

Client Account Mgr:	Policy No.:
Association No:	Member of:
Cover Note No:	
Application Issued by:	Date: / /
Policy Signed and Sent by:	Date: / /
Copy of Last Page of Application to PDL	Date: / /

Important notices (Please read before completing your application)

Listed below are some "Important Notices" that We are obliged to bring to Your attention. Please read these "Important Notices" and if You are in doubt as to how they may affect You, please refer to the Policy Document or contact Our Office and ask for an explanation.

Words Used With Special Meanings

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

- You, Your means the Insured.
- We, Us, Our, GIL means Guild Insurance Limited.

The Policy, This Policy Your Policy means the following documents:

- The standard wording;
- The Schedule;
- Any Endorsement; and
- The Application signed by You and accepted by Us.

Duty of Disclosure

Before You enter into a contract of general insurance with Us You have a duty under the Insurance Contracts Act 1984 to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

Your duty does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of Our business, ought to know;
- as to which compliance with Your duty 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 contract in respect of a claim under this Policy or We may cancel this contract.

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

Complaints and Disputes Resolution

We work hard at building strong relationships with Our clients. However, complaints and disputes may still arise and when that happens Our objective is to resolve any disagreement as amicably and quickly as possible.

We have a formal complaints and dispute resolution process that is fair, efficient and accessible to all Our clients. This service is free of charge to You. Please do not hesitate to contact Us should You have any matter which You feel has not been satisfactorily resolved.

Complaints

If You would like to make a complaint, please call Us on 1800 810 213 during office hours and speak to one of Our staff who will assist You.

Disputes

If Your complaint cannot be resolved You can request that the matter be referred to Our Dispute Resolution Manager who will treat Your complaint as a dispute and endeavour to resolve it through Our internal dispute resolution process.

If Our internal dispute resolution facility is unable to resolve Your dispute and You wish to take the matter further We will provide You with information regarding a free external and independent dispute resolution service or other external dispute resolution options (if any) that may be available to You. Alternatively You may seek independent legal advice at Your own expense.

We have a brochure about Our internal procedures for handling complaints and disputes which is available on request. Alternatively, You can view Our complaints resolution procedures at www.guildinsurance.com.au

Financial Support for Associations

Where We have a referral agreement with a professional association We may provide financial support to that association. Such support includes sponsorship, marketing assistance and/or a referral fee of up to ten per-cent (10%) of Your annual Policy Premium before government charges.

If You would like to know if Your association has entered into a referral agreement with Us or require further information please contact Us.

Non-Proprietor Pharmacist Cover Only

This insurance will not cover You as a proprietor of, or nominee for, a Pharmacy Business. Please notify PDL or Guild Insurance of any change of status so that suitable cover can be arranged.

Material Changes

If there is any material change to the risk such as going overseas, etc this must be notified to Guild Insurance on Freecall 1800 810 213.

Premium Payments by Instalments

When You pay Your premium by instalments, then:

- if a premium is overdue for a period exceeding 14 days We may refuse to pay any Claim arising from an event that happens after the due date of the instalment;
- if a premium is overdue for a period exceeding one calendar month We may cancel this Policy; and
- if We agree to pay Your Claim, We will deduct any outstanding premium from the Claim payment.

Privacy

We are committed to complying with privacy laws and protecting Your personal information. By entering into a contract with Us, You agree to:

- the collection, use and disclosure of Your personal information to evaluate, effect, manage and administer Your insurance Cover, financial service or product provided to You by Us, any related company, or in conjunction with Us. This applies to personal information provided previously, currently and in the future;
- the collection, use and disclosure of Your personal information to inform You of other products and services offered by Us, Our related entities or Your representative;
- the use and disclosure of Your personal information to test and improve upon the systems used to manage Your Policy or financial product;
- the collection from, and/or disclosure of, Your personal information to a third party which may include Your Professional Association, Your employer and Our service providers (including but not limited to other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your insurance policy or a claim under this Policy;
- the disclosure of Your personal information to overseas recipients, where relevant, such as some of Our reinsurers; and
- the disclosure of Your personal information to a person, regulatory bodies or other entities if We are required or permitted to do so by law.

If You do not provide the requested personal information We may not be able to evaluate, effect, manage or administer Your Policy and You may also be in breach of Your duty of disclosure.

We will ensure that Your personal information is accurate, up-to-date and complete. You may access personal information We hold about You by contacting Us.

If You would like to make a complaint about how We have handled Your personal information please contact Us and speak to one of Our staff who will assist You.

Our privacy policy contains further information on access, correction and complaints handling procedures and can be accessed online at guildinsurance.com.au/customer-centre/usefulinformation. Alternatively, You can write to Us at Locked Bag 7, Hawthorn VIC 3122 or contact Us during office hours and We will arrange for a copy of the privacy policy to be provided to You.

Important notices cont'd

Cancellation

By You

You may cancel this Policy at any time by giving Us written notice.

By Us

We may cancel this Policy in accordance with the Insurance Contracts Act 1984.

We will retain from the premium You have paid to Us, an amount that represents the period You were insured by Us and refund the balance. This amount will be calculated from the date of cancellation. If You pay Your premium by instalments, You must pay Us any unpaid instalments that are due.

What Is Not Covered – Workers' Compensation

This insurance does not provide Workers' Compensation cover. If You are an employer, Workers Compensation is compulsory.

Terrorism

This Policy excludes Cover for Losses as a result of Terrorism.

In the event that Damage to property occurs and the cause of the Damage is declared a terrorist incident by the responsible Minister, then You may be afforded protection within the limits of indemnity of this Policy by virtue of the Terrorism Insurance Act 2003. The operation of this Act may also serve to reduce the settlement of Your Loss to a percentage of the otherwise recoverable Loss. In the event that the settlement is reduced then this will be at the direction of the Minister. A more detailed explanation of the operation of the Terrorism Insurance Act 2003 can be obtained at www.arpc.gov.au.

This Policy Operates On A 'Claims Made' Basis

This policy 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.

What Is Not Covered – Claims Prior To Retroactive Date

This Policy does not provide cover in relation to claims arising out of any acts, errors, or omissions or conduct that occurred prior to the Retroactive Date of 30 September 1983. The act, error, omission or conduct that is the subject of any claim against You must have occurred on or after 30 September 1983 for cover to exist under this Policy. If for example, a claim lodged against You alleges conduct by You that pre-dates 30 September 1983, that claim would not be covered under this Policy.

Retirees Cover

This insurance provides an automatic continuation of cover for Pharmacists who permanently retire after having been a policyholder with Us immediately prior to retirement. Such retirees will be protected against claims arising from their former professional work as a Pharmacist. Retirees who intend to recommence the practice of pharmacy for however short a period, should immediately seek cover in relation to that activity.

What Is Not Covered – Claims Happening Or Made Outside Australia Or Papua New Guinea

This Policy does not cover any claim arising out of:

- any actual or alleged act, error, omission or conduct which occurs outside Australia or Papua New Guinea.
- any Claim brought against You in a court of law outside Australia or Papua New Guinea.

If you are practising outside of Australia or Papua New Guinea for short periods of time, specific cover for that trip can be arranged by contacting Guild Insurance on 1800 810 213.

Endorsement

Liabilities Section – Aggregate Limits

The "Aggregate Limits" clause is deleted and replaced by the following:

The Aggregate limit for all claims under this section during the period of insurance, including Defence Costs, but excluding Legal Fees, will not exceed a multiple of three (3) times the Sum Insured shown in the schedule, representing a maximum of two automatic reinstatement's and PROVIDED FURTHER THAT within that liability, Our liability for Goods Sold and Advice on Goods Sold under What is Covered shall be limited to the sum insured shown in the schedule without any reinstatement.

Guild Insurance Limited
ABN: 55 004 538 863
5 Burwood Road Hawthorn Victoria 3122
1800 810 213





Payment details

Payment choice

Total amount (premium and PDL membership) payable, including GST, Taxes and levies where applicable \$

How do you wish to make your payment?

Annually, by:

- BPAY (please see your Schedule for payment details)
- Enclosed cheque
- Credit card (select one) – MasterCard VISA

Monthly instalments, by:

- Credit card (Please complete Your details on Guild’s Monthly Instalment Application Form.)
- Direct Debit (Contact Guild on 1800 810 213 for a copy of the form.)

Your Credit card details (for annual payment only)

Card number: / / / Valid to: /

Cardholder’s Name: _____

Signed: _____ Date: / /

Office Use Only

Policy number: _____

Name of insured: _____

MONTHLY INSTALMENT PLAN – Direct Debit Request

Easy payment options

Guild Insurance gives you the option of paying your insurance by the month. Instead of one annual premium, you can pay by instalments automatically. With Guild Insurance’s Pay by the Month option, you pay your insurance premium over 12 months directly from your bank, credit union/building society or credit card account.

To pay your insurance monthly, here’s all you have to do:

Complete all the details on this form. Return the form together with your Guild Insurance Payment Advice to your Guild Insurance regional office.

Details of the account to be debited (All details must be supplied)

Account Type: Cheque Savings

Name of the financial institution: _____

Branch name: _____

Account name: _____

BSB: _____ Account Number: _____

OR

Please see next page

Details of your credit card

AMEX MasterCard VISA Diners

Card number: / / / Valid to: /

Cardholder's Name: _____

Signed: _____

Date: / /

Payment details

The payment is for Policy Number(s): (NB: If more than 2, attach separate page.) _____

Postal Address (This section must be filled out) _____

Postcode: _____

Tel: _____

Customers' authority - Direct debit request

Complete this section to have your monthly insurance premium automatically debited from your bank, credit union or building society account.

I/We: _____

authorise and request Guild Insurance Limited, ABN 55 004 538 863, User ID No 063457, until further notice in writing, to arrange for funds to be debited through the Bulk Electronic Clearing System (BECS) from my/our account at the Financial Institution identified on the prior page as instructed by me/us as well as any other amounts as instructed or authorised to be debited in accordance with the terms and conditions of the Direct Debit Request Service Agreement (DDRSA) as amended and agreed in writing from time to time.

Customer Authorisation – if in joint names both signatures may be required

By signing the below, I/we acknowledge that this Direct Debit arrangement is governed by the terms of Authorisation of the DDRSA attached to this request. I/we also authorise Guild Insurance Limited, ABN 55 004 538 863, User ID No. 063457, to verify (if need be) the details of the account with my/our Financial Institution mentioned on this form.

Signed: _____

Date: / /

Signed: _____

Date: / /

Please complete all details above and return to **Guild Insurance by fax (03) 9810 9810 or by mail Locked Bag 7 Hawthorn, Vic 3122**

Direct Debit Request Service Agreement (DDRSA)

1. By signing the agreement, you as the customer ("you" or "your") have authorised Guild Insurance Limited ("we" or "us") ABN 55 004 538 863 to arrange for all payments for your insurance contract/s that become payable, to be debited from the account nominated in your Direct Debit Request ("DDR") in accordance with this agreement.
2. Payments are debited on the due date for payment, which is the nominated date on your Schedule. When this date falls on a non-banking business day or public holiday, we will debit your account on the next banking business day. If you are uncertain when the payment will be debited please contact Guild Insurance.
3. You should check with your financial institution that direct debiting through Bulk Electronic Clearing System is available from your nominated account as direct debiting is not available on all accounts. You should also confirm that the account details you have given us are correct by checking them against a recent account statement.
4. You must ensure that there are sufficient cleared funds available in your account to allow a debit payment to be made when it becomes due. If there are insufficient funds in your account to meet a debit payment, you may be charged a fee and/or interest by your financial institution.
5. If a payment is dishonoured, you must arrange for sufficient cleared funds to be in your account by the interim payment date, which is approximately two weeks after the due date, to cover all outstanding payments and any dishonour fees charged by your financial institution.
6. In accordance with Section 62 of the Insurance Contracts Act 1984, if an instalment of premium remains unpaid for at least one month, your policy may be automatically cancelled. Any fee and/or interest charged to Guild Insurance will be paid by Guild Insurance Limited.
7. You may terminate, stop payment of a drawing or request a change to the drawing amount by giving written notice directly to us at least 14 business days prior to the due date.
8. You will be advised 14 days in advance of any changes to the Direct Debit arrangements.
9. Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between you and us. If we cannot resolve the matter you can still refer it to your Financial Institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.
10. We will keep any information you give us confidential, except for information required by financial institutions in connection with a claim made on it relating to an alleged incorrect or wrongful debit. The financial institution may also require and we will provide information to initiate direct debits from your account, and as required by law, and for the purposes of this agreement (including disclosing information in connection with any query or claim).
11. If any provision of this DDRSA is found to be illegal, void or unenforceable for unfairness or any other reason, the remaining provisions of this DDRSA will continue to apply to the extent possible as if the void or unenforceable provision had never existed.
12. To make an enquiry concerning any matter relating to your Direct Debit arrangements, you can contact your local Guild Insurance office (see address listing for details) by phone, in writing or in person.

Application for Membership of Pharmaceutical Defence Limited (PDL)



ABN 51 004 065 794

1. Applicant details (This application should not be used if you are a proprietor pharmacist)

I (name) _____ being a pharmacist duly registered in Australia

desire to become a member of Pharmaceutical Defence Limited in respect of my practice of Pharmacy.

Private Address: _____

Suburb: _____ State: _____ Postcode: _____

Business Telephone: _____ Private Telephone: _____ Facsimile: _____

Mobile: _____ Email Address: _____

Declaration for PDL Membership

I agree to be bound by the PDL constitution. I also understand and consent to the use by PDL and necessary third parties, of information supplied by me in this application and otherwise to PDL including information about me obtained from third parties, for the principal purpose of evaluating, effecting, managing and administering my membership of PDL and the secondary purpose of disseminating to me information, notices and details regarding this membership or other products and services distributed or offered by PDL and any related corporations.

Signed: _____ Date: / /