



Non-Proprietor Pharmacist Professional Indemnity Insurance Application

Insurance



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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 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.

Complaints

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

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.

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.

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 We agree to You paying Your premium by instalments, then:

- if an instalment premium payment is overdue for a period exceeding 14 days We may refuse to pay any claim arising from an event happening after the due date of the instalment; or
- if an instalment premium is overdue for a period exceeding one calendar month We may cancel this Policy; and
- if We agree to pay Your claim any outstanding instalment premium will be deducted from any claim payment; and
- an administration fee will apply to Premiums paid by instalments. For details please see Your Schedule.

Important Notices cont'd

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 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.

How This Policy May Be Cancelled

Cancellation by You

You may cancel this insurance by giving Us written notice. We will then retain from Your premium an amount that covers the period for which You have been insured by Us and refund the balance for the unexpired period.

Cancellation by Us

We may only cancel this insurance when We are entitled to cancel it under the Insurance Contracts Act. We will then retain from Your premium an amount that covers the period for which You have been insured by Us and refund the balance for the unexpired period.

What Is Not Covered - Workers' Compensation

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

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.

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.



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 1 & 2 of this Application. Please read this information carefully as failure to meet Your duty of disclosure or other obligations could impact on Your insurance.

Applicant Details (This application should not be used if you are a proprietor pharmacist)

Title: _____ First Name: _____ Surname: _____ DOB: / /

Postal Address: _____

Suburb: _____ State: _____ Postcode: _____

Private Address (if different to above): _____

Suburb: _____ State: _____ Postcode: _____

Business Telephone: _____ Private Telephone: _____ Facsimile: _____

Mobile: _____ Email Address: _____

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 _____

Period of Cover (Please select Period of Cover required)

From: ___/___/___ to 4pm on: ___/___/___

Your cover should be arranged to commence from the expiry date of Your existing Policy, (or now if You are not previously insured) and run for a period of 12 months.

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.

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 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/Our Application for insurance Cover under the Non-Proprietor Pharmacist Professional Indemnity 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.
- 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: / /



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) - Mastercard Visa

- Monthly instalment**, by:
 - Credit Card (Please complete Your details on Guild's Monthly Instalment Plan below if You select this method of payment.)
 - Direct Debit

Your Credit Card details (for annual payment only)

Card Number: / / / Valid to: /

Cardholder's Name: _____

Signed: _____ Date: / /

Office use

Policy number / / Name of Insured

Guild Monthly Instalment Plan

You can pay by instalments automatically. With our Pay by the Month option, you pay your insurance premium and PDL membership over 12 months directly from your bank, credit union/building society or credit card account. To pay monthly, you have to complete all the details below and return this Application(s) together with your Guild Insurance Payment Advice to your Guild Insurance regional office. An 8% administration charge applies. This covers the cost of processing your instalments, follow-up of late payments and other administration expenses.

Details of the account to be debited

Account Type: Passbook Cheque Savings

Name of the Financial Institution: _____

Branch Name: _____

Branch Address: _____

Account Name: _____

BSB: Account Number:

OR Credit Card Please select the type of credit card Amex Mastercard Visa

Card Number: / / / Valid to: /

Cardholder's Name: _____

Signed: _____ Date: / /

The payment is for Policy number

Guild Monthly Instalment Plan Continued

I/We authorise the following

1. The Debit User to verify the details of the above mentioned with my/our Financial Institution;
2. The Financial Institution to release information allowing the Debit User to verify the above mentioned account details.

Signed by the applicant(s):

Applicant

Signed: _____ Date: / /

Applicant

Signed: _____ Date: / /

Direct Debit Request – Customer’s Authority

Please complete this section to have your monthly insurance Premium and PDL membership automatically debited from your bank or credit union/building society account.

I/We authorise you Guild Insurance Limited Direct Debit User ID No 063457 to arrange for funds to be debited from my/Our account at the financial institution identified below and as prescribed below through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force in accordance with the terms described in the Direct Debit Request Service Agreement received from Guild Insurance Limited.

Signed: _____ Date: / /

Signed: _____

By signing this authority I confirm that I agree with the terms and conditions of the Direct Debit Request Service Agreement below.

Please complete all details above and return to Us for processing.

Direct Debit Request Service Agreement

You have authorised Us to arrange for all payments for your insurance contract/s and PDL membership that become payable, to be debited from the account nominated in your Direct Debit Request (“DDR”). As specified in your Schedule (renewal, new business or endorsement), the due date for payment is either the 15th day of the month or the last day of the month. All payments due by the above dates will be collected. When this date falls on a non-business day or public holiday, we will debit your account on the previous business day. You should check with your financial institution that direct debiting 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.

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, and you must arrange for sufficient cleared funds to be in your account by the following payment date (approximately two weeks) to cover the above charge, unpaid and currently due monthly instalment. 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. To make an enquiry or amendment to any matter relating to your Direct Debit arrangements, you can contact your local Guild Insurance office by phone, in writing or in person. Please allow 14 days for any amendments to take effect. 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. You will be advised 14 days in advance of any changes to the Direct Debit arrangements. Where you consider that a drawing has been initiated incorrectly (outside the Direct Debit arrangements) you may take the matter up directly with us, or lodge a Direct Debit Claim through your nominated Financial Institution.

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 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).

For further enquiries freecall Guild Insurance on 1800 810 213.

Guild Insurance
5 Burwood Road
Hawthorn Victoria 3122
Freecall 1800 810 213
www.guildifs.com.au



Application for Membership of Pharmaceutical Defence Limited (PDL)

ABN 51 004 065 794

Applicant Details

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

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 Memorandum and Articles of Association of PDL. 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: / / _____

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Guild Insurance Limited

ABN 55 004 538 863

5 Burwood Road Hawthorn VIC 3122

For information on Guild services please call:

Insurance **1800 810 213**

Financial Services **1800 333 143**

Lawyers **1800 617 624**

Investments **1300 855 793**

Accounting **1800 101 296**

www.guildgroup.com.au