



# MEDICAL MALPRACTICE INSURANCE PROPOSAL FORM

## IMPORTANT NOTICES

**The Insured must read the following notices before completing this proposal form.**

### **YOUR DUTY OF DISCLOSURE**

It is a condition of the KQIC Medical Malpractice Policy that before you enter into such a contract of insurance, you disclose to KQIC every matter that you know, or could reasonably be expected to know, is relevant to KQIC's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to KQIC before the Policy is renewed, extended, varied or reinstated.

Your duty to KQIC however does not require disclosure of any matter: -

- that diminishes the risk to be undertaken by KQIC;
- that is of common knowledge;
- that KQIC knows or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by KQIC.

### **NON DISCLOSURE**

If you fail to comply with your duty of disclosure, KQIC may be entitled to reduce their liability under the contract of insurance in respect of a claim and or may cancel the contract of insurance.

If your non-disclosure is fraudulent, KQIC may also have the option of avoiding the contract of insurance from its beginning.

### **UTMOST GOOD FAITH**

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim and or the continuation of the insurance contract.

### **CLAIMS MADE POLICY**

Any insurance contract (policy) that KQIC may offer on the basis of this proposal form will provide insurance on a "claims made" basis. This means that the policy will indemnify you for:

- claims made against you and notified to KQIC during the period of insurance, and/or
- circumstances notified to KQIC during the period of insurance that might lead to a claim against you at any future date.

The policy does not provide indemnity in relation to: -

- events that occurred prior to the retroactive date, if any, specified in the policy;
- claims notified or arising out of circumstances notified under any previous policy;
- claims made against you prior to the commencement of the period of insurance;
- claims made against you after the expiry of the period of insurance;
- claims arising out of claims or circumstances noted on this proposal form or any previous proposal form;

- claims arising out of any facts or circumstances known to you at the commencement of the period of insurance where such facts or circumstances would have put a reasonable person in your position on notice that a claim may be made against you in the future.

The indemnity provided by the policy is subject to all the terms and conditions of the policy.

### **NOT A RENEWABLE CONTRACT**

Any insurance policy offered by KQIC will terminate at expiry of the specified period of insurance. There is no right to automatic extension or renewal of the policy. If you wish to effect similar insurance for a subsequent period, it will be necessary for you to complete a new proposal form prior to the termination of the expiring policy so that KQIC may consider whether or not to offer a replacement policy, and if so, on what terms.

### **CHANGE OF RISK OR CIRCUMSTANCES**

The terms and conditions of any insurance policy offered by KQIC will be based on the information provided to KQIC.

If any material change occurs to the information provided on or with this proposal form prior to the inception of the policy, it is essential that KQIC is advised of the same prior to inception of any policy. Failure to do so on your part may prejudice any subsequent claim under the policy and! or the continuation of the insurance contract.

### **SUBROGATION**

You may prejudice your rights with regard to a claim if, without prior approval from KQIC, you make an agreement with a third party that will prevent KQIC from recovering any applicable loss (in whole or in part) from that, or another party.

Your policy will contain provisions that have the effect of excluding or limiting the liability of KQIC for a claim under the policy if you have entered into any agreement that excludes, limits or delays your right to recover damages from another party in respect of such claim.

### **IMPORTANT INSTRUCTIONS FOR COMPLETING THIS PROPOSAL FORM**

- 1. All questions must be answered in full. Failure to do so may result in delays in providing a quotation or effecting the insurance.**
- 2. Where a Yes / No response is required please tick or cross the applicable box.**
- 3. This form must be signed by a senior member of management or a director of the principal entity seeking insurance after all necessary enquiries have been made of the principals, partners, directors and employees of all entities seeking insurance.**
- 4. Where there is insufficient space to answer any question, or additional documentation or information is required, please provide same by way of a clearly labelled attachment to this proposal form and specify the applicable attachments in the space provided for each question.**
- 5. If you require any assistance in completing this proposal form please contact your insurance adviser.**
- 6. If a contract of insurance is agreed between you and KQIC, this proposal form will form the basis of the contract.**
- 7. Please retain a copy of this proposal form and any attachments for your records.**

1. Please state full name of all corporations, partnerships or other entities to be insured, including all subsidiary companies and trading names (referred to collectively as the Proposer).

(NOTE- Entities not declared in this question will not be included in any insurance contract.)

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2. Principal Address of Proposer.

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3. Address of all other locations (if any) from which the Proposer operates.

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4. Website address. \_\_\_\_\_

5. Date on which the Proposer's business was first established. \_\_\_\_\_

6. Has any of the parties named as the Proposer in question 1 been changed, or has any other business been purchased or has any merger or consolidation involving any of their business(es) taken place? Yes   
No

If yes, please provide details.

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7. Is the Proposer or any of its principals, partners, directors or employees required to be licensed or registered under any government legislation or regulation? Yes   
No

If yes;

- i. Please provide details of each such license or registration.

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- ii. Are all such licenses/ registrations current? Yes   
 No
- iii. Has the Proposer or any its principals, partners, directors or employees ever had any such licenses or registrations cancelled, suspended, revoked or made subject to special conditions? Yes   
 No

iv. If yes, please provide details

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8. Provide name(s) and details of their professional experience and qualifications of the owner(s), Principal(s), partners and (if applicable) similar detail of any administrator(s) operating the business for the owner(s) and partner(s).

| Name & Title | Qualifications | Date Qualified | Years practising as Principal |                   | Name of Previous Practice |
|--------------|----------------|----------------|-------------------------------|-------------------|---------------------------|
|              |                |                | This Practice                 | Previous Practice |                           |
|              |                |                |                               |                   |                           |

9. Is the Proposer a member in good standing of any professional association or society that is associated with this type of business or activity? Yes   
 No

If yes, please provide details including membership status:

10. Please provide a detailed description of all professional and business activities, including any advice given and services provided by the Proposer. Please attach any brochures or promotional material that may provide greater clarity in respect of business and professional activities.

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11. Using the professional and business activities described in Q10 as the basis for categorising type of activity please provide a break-up of gross fees / income derived from each for the last financial year.

| Type of Activity | % of Gross Fees/ Income |
|------------------|-------------------------|
|                  |                         |
|                  |                         |
|                  |                         |

12. Has there been any substantial change in the professional or business activities of the Proposer (as described in above) in the last two years? Yes   
No

If yes, please provide details.

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13. Does the Proposer envisage any change in their professional or business activities, or the commencement of any major new operations during the next 12 months? Yes   
No

If yes, please provide details.

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14. Is the Proposer aware of any professional or business activity that has been conducted by the Proposer (or their predecessors in business) in the past that is no longer conducted by the proposer? Yes   
No

If yes, please provide the following details on a separate attachment.

- Type of business / activity.
- Period during which such business! activity was conducted.
- Approximate % of gross fees / income derived from such business / activity during applicable period.
- Reason for business! activity being discontinued.

15. Please provide the Proposer's total gross fees or income for the following periods;

|                                   | Kuwait | USA / Canada / Australia | Elsewhere |
|-----------------------------------|--------|--------------------------|-----------|
| Current financial year (estimate) |        |                          |           |
| Last financial year               |        |                          |           |
| Previous financial year           |        |                          |           |

16. In respect of gross fees / income earned for the last financial year outside Kuwait (as declared in Q15), please provide a break-up by country.

| Country | % of Gross Fees / Income |
|---------|--------------------------|
|         |                          |
|         |                          |
|         |                          |
|         |                          |

17. In respect of gross fees / income earned for the last financial year outside Kuwait (as declared in Q15), were any such gross fees / income earned from contracts or agreements that are subject to foreign law? Yes  No

If yes, please indicate the proportion or amount of such gross fees / income and the applicable jurisdictions / countries.

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18. State the approximate division in the number of patients between:

|                   |   |
|-------------------|---|
| General / Medical | % |
| Surgical (major)  | % |
| Surgical (minor)  | % |
| Day Surgery       | % |
| AIDS / HIV        | % |
| Senile or Aged    | % |
| Palliative        | % |

|                           |   |
|---------------------------|---|
| Psychiatric               | % |
| Drug / Alcohol Dependency | % |
| Elective Cosmetic         | % |
| Obstetrics / Maternity    | % |
| Allied Health Therapy     | % |
| Casualty / Emergency      | % |
| Other (please specify)    | % |

19. Has the proposer entered into an agreement or understanding with its employed medical practitioners that it will obtain medical indemnity cover for those medical practitioners? Yes  No

20. State the number of employees in each of the following classifications:

| Specialty             | No. of employees |
|-----------------------|------------------|
| Surgeons              |                  |
| Doctors               |                  |
| Anaesthetists         |                  |
| X-ray Technicians     |                  |
| Pathologists          |                  |
| Pharmacists           |                  |
| Dentists              |                  |
| General Practitioners |                  |

| Specialty                 | No. of employees |
|---------------------------|------------------|
| Registered Nurses         |                  |
| Enrolled Nurses           |                  |
| Nurse Anaesthetists       |                  |
| Midwives                  |                  |
| Attendant Carers          |                  |
| Interns                   |                  |
| Undergraduate or Student  |                  |
| Clerical / Administrative |                  |

Others (please state)

|  |  |
|--|--|
|  |  |
|  |  |

|  |  |
|--|--|
|  |  |
|  |  |

Total No. of employees \_\_\_\_\_

21. Does the Proposer ensure that all medical practitioners are duly licensed and registered to practice in their specific field? Yes   
 No

22. State the number of X-ray machines owned or operated and whether they are used for diagnosis or treatment or both. Please state by whom treatment is given.

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23. Does the Proposer give radium or other radio-active treatment? Yes   
 No

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24. Does the Proposer have:

- (a) An Intensive Care Unit? Yes   
 No
- (b) CAT scanners, MRI equipment or similar? Yes   
 No
- (c) Pathology laboratory(ies)? Yes   
 No

25. (a) Is the Proposer currently insured for malpractice insurance? Yes   
 No

(b) If not currently insured, has the Proposer been previously insured for malpractice insurance? Yes   
 No

(c) If yes to (a) or (b) above, please complete the following table for the last 3 years.

| Name of Insurer | Period Insured | Sum Insured | Excess |
|-----------------|----------------|-------------|--------|
|-----------------|----------------|-------------|--------|





|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

- (c) Has any Principal or staff member ever been subject to disciplinary proceedings for professional misconduct? If yes, please give details. Yes   
No

| Name of Practice and Principal / Staff member | Claimant | Nature of Problem | Amount Paid and/or Outstanding |
|---|----------|-------------------|--------------------------------|
|   |          |                   |                                |

28. Please state:

(a) the sum insured required by the Proposer

(b) The excess preferred by the Proposer

29. Does the Proposer require Retroactive Cover which may be subject to additional premium? Yes   
No

Retroactive Cover extends cover under the Policy to liability arising from work carried out prior to the inception date of the Policy to which this Proposal relates. No cover will be given for Claims arising from Known Circumstances as at Policy inception.

If yes, please state the date from which Retroactive Cover is required

## DECLARATION

**I / We hereby declare that:**

**My / Our attention has been drawn to the Important Notices accompanying this proposal form and further I / we have read these notices carefully and acknowledge my / our understanding of their content by my / our signature(s) below.**

**The above statements are true, and I / We have not suppressed or mis-stated any facts and should any information given by me / us alter between the date of this Proposal form and the inception date of the insurance to which this Proposal relates I / We shall give immediately notice thereof.**

**I / We authorise KQIC, to collect or disclose any personal information relating to this**

**insurance to / from any other insurers or insurance reference service. Where I / we have provided information about another individual (for example, an employee, or client), I / we declare that the individual has been or will be made aware of that fact.**

**I / We also confirm that the undersigned is / are authorised to act for and on behalf of all persons who may be entitled to indemnity under any policy which may be issued pursuant to this Proposal form and I / we complete this Proposal form on their behalf.**

**To be signed by the Chairman / President / Managing Partner / Managing Director / Principal of the association / partnership / company / practice / business**  
**Signature** **Date**

/ /

**Signature**

**Date**

/ /

**It is important the signatory / signatories to the Declaration is / are fully aware of the scope of this insurance so that all questions can be answered. If in doubt, please contact your insurance adviser since non-disclosure may affect an Insured's right of recovery under the policy or lead to it being voided.**