

# Professional Indemnity Insurance Application Form for Eligible Midwives



- This Form will be used by MIGA to consider your application for Professional Indemnity Insurance with MIGA and for your automatic enrolment in MIGA's Interactive Risk Management Program. If MIGA accepts your application the total cost of your Professional Indemnity Insurance with MIGA will not exceed \$7,500.00 for the Policy Period (excluding the cost of any premium funding arrangement you have entered into).
- This Form needs to be read in conjunction with MIGA's Combined Financial Services Guide and Product Disclosure Statement for Eligible Midwives 2010/2011 (Combined FSG/PDS for Eligible Midwives). Terms used in this Form have the same meaning as in the Combined FSG/PDS for Eligible Midwives and the 2010/2011 Professional Indemnity Insurance Policy for Eligible Midwives.
- Please answer **ALL** questions on the Form. If you require more space, please provide details on a separate page.

1. Start date of your insurance:

/ /

2. Full name:

(first name)

(middle name)

(last name)

3. Date of birth:

/ /

4. Gender:

Male

Female

5. Contact information:

5.1 Principal practice address:

\_\_\_\_\_

5.2 Practice phone:

\_\_\_\_\_

5.3 Practice fax:

\_\_\_\_\_

5.4 Home address:

\_\_\_\_\_

5.5 Home phone:

\_\_\_\_\_

5.6 Mobile:

\_\_\_\_\_

5.7 Email:

\_\_\_\_\_

5.8 Preferred mailing address:

Practice

Home

6. Midwifery qualifications/graduation details: (Degrees, diplomas or college accreditations)

6.1 Qualifications:

\_\_\_\_\_

6.2 Year graduated:

\_\_\_\_\_

6.3 Institution and country where graduated:

\_\_\_\_\_

6.4 Year first registered to practise as a midwife in Australia:

\_\_\_\_\_

7. Practice status

In relation to your private midwifery practice for which you require insurance:

7.1 Are you a sole practitioner (full or part-time) either working by yourself or in a partnership or collective

Yes

or

7.2 Are you employed (full or part-time) by a company that is owned solely by you, or that is owned solely by practising midwives including you, where the only directors of that company are you and other practising midwives?

Yes

You must tick yes to one of the above to be covered by the insurance with MIGA. If you are employed by anyone else (e.g. a public hospital, private hospital or in a medical practice) or you are employed by a company and the company is not wholly owned by you and other practising midwives, or if the company is wholly owned by you but all of the directors of the company are not practising midwives, then you should be aware that any claims against you for the services you provide as an employed midwife will not be covered.

**8. Registration and states of practice details**

8.1 Do you have current general registration as a midwife in Australia by or under a law of the Commonwealth, a State or a Territory and with no restrictions on your practice? Yes  No

8.2 Other Eligibility Requirements - Do you believe the Nursing and Midwifery Board of Australia (the Board) would recognise that you have:

- Midwifery experience that constitutes the equivalent of 3 years full time post initial registration as a midwife Yes  No

- Current competence to provide pregnancy, labour, birth and post natal care to women and their infants Yes  No

- Successfully completed a professional practice review program approved by the Board for midwives working across the continuum of midwifery care; or that you will complete such a program by not later than 31 October 2010 Yes  No

- Agreed to undertake 20 additional hours per year of continuing professional development relating to the continuum of midwifery care Yes  No

- Either successfully completed, or provided a formal undertaking to the Board that you will complete within 18 months of recognition as an eligible midwife:

a) an accredited and approved program of study determined by the Board to develop midwives' knowledge and skills in prescribing Yes  No

or

b) a program, recognised by the Board, that is substantially equivalent to such an approved program of study. Yes  No

8.3 Please tick below which States and Territories you will practise in as an Eligible Midwife:

SA	NT	NSW	VIC	QLD	WA	ACT	TAS
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**9. Scope of cover required**

You have two options for insurance with MIGA; please tick the cover you require:

Option A – Antenatal, intrapartum and postnatal care

Option B – Antenatal and postnatal care only and no intrapartum care

If Option B is selected I confirm that I do not provide nor intend to provide any intrapartum care as part of my private practice during the period of insurance Yes  No

**10. Estimated caseload, gross income and services for which cover is required**

10.1 Please advise the estimated number of women to whom (and to whose babies) you expect to provide midwifery services during the period 1 July 2010 to 30 June 2011 (or part thereof) for which you require Professional Indemnity Insurance from MIGA.

Total estimated number of women:

10.2 Please allocate your caseload (estimated above) to each State and Territory in which you expect to provide midwifery services:

SA	NT	NSW	VIC	QLD	WA	ACT	TAS

**Note:** The total cost of your Professional Indemnity Insurance will be determined by your estimated caseload as declared by you. You will be required to provide MIGA with a declaration of actual caseload after the expiry of the Policy Period.

10.3 Please **advise** your estimated gross income (before tax) for the next 12 months from midwifery services which you require insurance from MIGA. (MIGA is required to provide this information to the Department of Health and Ageing.) \$





**IMPORTANT: Please read this page before signing and dating****14. Declaration – continued**

- in relation to Midwifery Services provided by me to a woman after she has indicated to me that she does not want me to follow all or part of the Guidelines, unless I have complied with the requirements of Appendix A of the Guidelines (which deals with “*When a woman chooses outside the recommended ACM National Midwifery Guidelines for consultation and referral*”) and if I continue to provide midwifery services I either:
  - > have a written agreement with the medical practitioner or obstetrician with whom I have a Collaborative Arrangement in relation to the ongoing care of the woman including a mutually agreed clinical pathway in relation to that woman's ongoing care by me; or
  - > have included in my clinical notes the details of discussions that I have undertaken with the medical practitioner or obstetrician with whom I have a Collaborative Arrangement in relation to the ongoing care of the woman including a mutually agreed clinical pathway in relation to that woman's ongoing care by me, or
  - > if I do not have a Collaborative Arrangement for a particular woman but instead I have communicated a Care Plan for that woman to a public hospital that provides obstetric services, I have a record in my clinical notes of the details of discussions that I have undertaken with the public hospital in relation to the ongoing care of the woman
- for Midwifery Services that I provide in the course of my employment (for example, where I am an employee of a hospital or a medical practice) other than where I am employed (full or part-time) by a company that is owned solely by me or that is owned solely by practising midwives including me where the only directors of that company are me and other practising midwives.
- for Midwifery Services which are provided by me to a Public Patient
- which relate to events or circumstances that occurred prior to the Retroactive Date of 1 July 2010, or a later date as specified in the Schedule
- for Midwifery Services provided by me outside the Commonwealth of Australia and its territories
- for Midwifery Services provided by me within the Commonwealth of Australia and its territories where the recipient of the services was outside the Commonwealth of Australia and its territories at the time the midwifery services were provided
- in relation to prescribing where I was not suitably qualified (as determined by the Nursing and Midwifery Board of Australia) to prescribe at the time of the incident
- that do not meet the 'common requirements' set out in subsection 11(3) of the *Midwife Professional Indemnity (Commonwealth Contribution) Scheme Act 2010*;
- If I select Option B (cover for antenatal and postnatal care only):
  - my Professional Indemnity Insurance will not cover me for Claims, Claim Costs or Expenses for Intrapartum Care, except in an unforeseen emergency situation where timely access to a Hospital was not possible and where I make no request for payment or reward and where I provide no ongoing Intrapartum care after the emergency situation has passed
  - I do not provide and do not intend to provide Intrapartum Care, but if I subsequently propose to do so then before doing so I will advise Medical Insurance Australia and pay the additional premium advised to me prior to providing any such Intrapartum Care
  - If I provide Intrapartum Care but do not notify Medical Insurance Australia or I do not pay the additional premium, Medical Insurance Australia may cancel the Policy or Medical Insurance Australia may be entitled to avoid the Policy from the beginning and treat it as if it was never issued to me, in which case I will have no entitlement to indemnity from Medical Insurance Australia not only for Intrapartum Care but also for any antenatal care or postnatal care that I have provided.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**15. Authority to release and obtain information**

Full name: \_\_\_\_\_

I hereby authorise MIGA to provide the Nursing and Midwifery Board of Australia, if requested, a copy of my certificate of insurance and details of my insurance arrangements for the purposes of verifying my entitlement to registration as an Eligible Midwife.

I also authorise my prior insurers (if any) and the Nursing and Midwifery Board of Australia to release to MIGA any information they may require in relation to my claim/circumstance history and any registration, licensing or like matters, including but not limited to details of:

- Name(s) of claimant(s)
- Incident and report dates
- Allegations against me
- Sums paid and/or outstanding
- Whether matter is closed or current
- Any qualifications, restrictions or undertakings to my registration with the Nursing and Midwifery Board.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 16. Important notices

### (a) Your duty of disclosure

Before you enter into a contract of general insurance with an insurer you have a duty, under the *Insurance Contracts Act 1984*, to disclose to the insurer (MIGA) every matter which you know, or could reasonably be expected to know, is relevant to the insurer'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 us before you renew, extend, vary or reinstate a contract of insurance.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer
- that is common knowledge
- that the insurer (MIGA) knows or, in the ordinary course of business as an insurer, ought to know
- as to which compliance with your duty is waived by the insurer (MIGA).

### (b) Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer (MIGA) may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer (MIGA) may also have the option of avoiding the contract from its beginning.

### (c) Comment

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (e.g. Claims, whether founded or unfounded), or to the magnitude of the risk, is of the utmost importance with this type of insurance. It is better to err on the side of caution by disclosing anything which might conceivably influence the insurer's (MIGA's) consideration of your proposal.

### (d) Privacy

The information in this Form will be used by MIGA to determine the terms and conditions on which it may offer you Professional Indemnity Insurance. MIGA may provide your personal information to its related bodies corporate and to third parties including insurers, reinsurers, reinsurance brokers, lawyers, actuaries, auditors and registration or licensing authorities in Australia and overseas. MIGA may also provide information about the currency of your Professional Indemnity Insurance to any health care provider from which you seek admitting rights or to which you apply for work. If you are contracted to provide Midwifery Services, MIGA may also provide information to your principal about your claims and circumstances history where you have authorized your principal to receive such information. MIGA is required under the terms of the *Midwife Professional Indemnity (Commonwealth Contribution) Scheme Act 2010* to provide to the Department of Health and Ageing and Medicare Australia certain information that you provide, including information in this Form that may be relevant to determining an entitlement to an indemnity under that legislation. If you refuse to provide information required by MIGA, or fail to provide accurate information, or refuse the use or disclosure of information, this may compromise your entitlement to services from, and cover under current or future Professional Indemnity Insurance contracts issued by MIGA. In most circumstances you can access information which MIGA holds about you but sometimes there will be reasons why that access is not possible, in which case you will be told why.

## 17. Claims made policy

This Application Form is for a 'claims made' policy of insurance. This means that the policy will cover you for Claims made against you and notified to MIGA during the period of cover. The policy will not provide cover in relation to:

- events that occurred prior to the Retroactive Date of the policy;
- claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover;
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
- claims made, threatened or intimated against you prior to the commencement of the period of cover;
- facts or circumstances of which you first became aware prior to the period of cover, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy;
- claims arising out of circumstances noted on the application form or renewal form for the current period of cover or on any previous proposal form.

However, where you give notice in writing to MIGA of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of cover, the policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of cover.

Please ensure that you have signed in both areas on Page 5