

# Malpractice Insurance Claims

## This is a “Claims Made” Policy

Subject to all policy terms and conditions, the policy covers you for claims made against you, or facts, matters, incidents or circumstances that could give rise to a future claim against you, that you notify the Insurer about during the period of insurance and before the expiry date of the period of insurance.

## Claims Made Policies Do Not Cover Claims

- made against you prior to commencement of the period of insurance
- for events that occurred prior to the retroactive date on the policy schedule
- notified or arising out of circumstances notified under any previous policy
- arising out of claims against you or circumstances noted on the current or previous proposal forms
- for known but unreported claims or matters that are made after the expiry of the period of insurance

## You Must Notify Your Insurer

It is essential that the Insurer is notified of

- a claim or potential claim against you
- an inquiry, investigation, audit, or the like
- a fact, matter, incident or circumstance that could give rise to a future claim

as soon as reasonably practicable after these become known to you and before the policy expiry date.

It is your responsibility to make suitable enquiries within your company to establish the existence of any such claims, matters or circumstances.

## Reporting Claims And Circumstances

To avoid jeopardizing policy indemnity by failing to notify your insurer, as soon as you become aware of a claim against you or things that could give rise to a future claim, contact us in the first instance for assistance with preparing a claim or notification to the Insurer.

## Why Timely Notification Matters

Prompt notification to your insurer helps ensure:

- you comply with policy conditions
- you do not prejudice yours or the insurers rights under the policy
- valid claims for policy indemnity are not unnecessarily jeopardised, reduced or declined
- the insurer can conduct a proper assessment, and investigate matters whilst the evidence is fresh
- interview witnesses before memories fade
- engage experts to defend your position and control negotiations with third parties
- the claim process proceeds smoothly and efficiently as compared to often problematic late claims

## Failure to Claim or Notify Your Insurer Means No Cover

If you fail to notify your insurer before the policy expiry date about claims against you or other matters that you know about, or that a person in your position would reasonably be expected to know, a claim made after the policy expiry date will be declined even if the policy has been renewed with the same insurer. If you have changed insurers, your new insurer will decline any claim, matter or circumstance that you knew about and therefore should have been reported to the previous insurer.

**Requirements for Claiming**

- letters of demand
- notices of inquiries, investigations, audits, etc
- correspondence from solicitors, lawyers, regulatory authorities, etc.
- incident details (date, time, location, circumstances)
- name and address of any injured person(s) and injury details
- details of any damaged property
- details of emergency response or first aid provided
- photos/images/video of the scene
- witness details and statements
- incident reports
- complete a claim form or electronically lodge a claim; we'll let you know which

**Important Reminders**

- Take reasonable steps to prevent further loss or liability
- Do not admit liability, make offers or appoint counsel without the insurers consent
- Contact us as soon as practical after becoming aware of a potential or actual claim against you

**Note**

Specific claim requirements may vary depending on your policy type and insurer. We'll provide tailored guidance based on the particular circumstances. If you have any questions about the claims process or need assistance at any stage, do not hesitate to contact us.

**General Advice Warning**

This advice is general in nature and does not replicate the terms, conditions, or exclusions of any policy whether mentioned in this advice or not. When determining indemnity available for a claim, the terms, conditions and exclusions of the applicable PDS/Policy will prevail.