

# PROFESSIONAL INDEMNITY INSURANCE - PROPOSAL FORM

## for Pharmacists and Pharmacy Risks

### Important Facts Relating To This Proposal Form

You should read the following advice before proceeding to complete this proposal form.

#### Duty of Disclosure

Before You enter into a contract of general insurance with an insurer, You have a duty to disclose to the insurer every matter that You know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of insurance, and if so, on what terms.

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

#### Non-disclosure

If You fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim, refuse to pay the claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

#### Claims Made and Notified Basis of Coverage

The Professional Indemnity Insurance Policy is issued on a 'Claims made and Notified' basis.

This means that the Insuring Clause responds to:

(a) claims first made against You during the policy period and notified to the insurer during the policy period, provided that You were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him / her; and:

(b) written notification of facts. The facts that You may decide to notify, are those which might give rise to a claim against You. Such notification must be given as soon as reasonably practicable after You become aware of the facts and prior to the policy's period of cover has expired. If You give written notification of facts, the policy will respond even though a claim arising from those facts is made against You after the policy has expired.

When the policy period expires, no new notification of facts can be made on the expired policy even though the event giving rise to the claim against You may have occurred during the policy period.

You will not be entitled to indemnity under Your new policy in respect of any claim resulting from an act, error or omission occurring or committed by You prior to the retroactive date, where one is specified in the policy terms offered to You.

## DETAILS OF THE PROPOSER (hereinafter referred to as 'You')

Title	<input type="text"/>	Name	<input type="text"/>	Surname	<input type="text"/>
Date of Birth	<input type="text"/>	ID/Passport No.	<input type="text"/>		
Address <small>(including postcode)</small>	<input type="text"/>				
Landline No.	<input type="text"/>	Mobile No.	<input type="text"/>		
Email address	<input type="text"/>	Occupation	<input type="text"/>		
Trading Name	<input type="text"/>				
Address of the Pharmacy	<input type="text"/>				
If cover is required for more than one location, please list all the addresses	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>				

Number of qualified practicing pharmacists

Are You a member of the Malta Chamber of Pharmacists and/or the Malta Pharmaceutical Association?  Yes  No

What is Your total gross annual income? *(if new business, please state estimated income for the forthcoming twelve months)*

Previous Financial Year:  Current Financial Year:  Next Financial Year:

Please state the type of work You undertake and the approximate breakdown of each category of work undertaken:

	Previous Financial Year	Current Financial Year	Next Financial Year
Retail Pharmacy	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %
Locum	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %
State hospital / clinic	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %
Pharmacy assistant	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %
Pharmacy student	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %
Industrial Pharmaceutical Concerns	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %
Other	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %

Please advise if You undertake any of the non-pharmacist services:

- |  |  |                        |  |
|--|--|------------------------|--|
| Acupuncture  | <input type="checkbox"/> Yes <input type="checkbox"/> No | Beauty treatment       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Audiometric testing  | <input type="checkbox"/> Yes <input type="checkbox"/> No | Child nursing services | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Cholesterol testing  | <input type="checkbox"/> Yes <input type="checkbox"/> No | Ear piercing           | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Homeopathy   | <input type="checkbox"/> Yes <input type="checkbox"/> No | Naturopathy            | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Nursing services   | <input type="checkbox"/> Yes <input type="checkbox"/> No | Podiatry               | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Photo & digital image processing   | <input type="checkbox"/> Yes <input type="checkbox"/> No | Methadone dispensation | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Collection agency<br><i>(for a Bank or for a Health Fund not<br/>being operated by or as an insurance<br/>collection agency)</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No |                        |  |

Any other services provided by a duly qualified and / or registered practitioner  Yes  No  
*If yes, please provide details:*

If You are an employee, please state the name of the employing authority or the name of the private hospital or company for which You work

Do you operate under the Pharmacy of Your Choice Scheme organised by the Government of Malta?  Yes  No

## CLAIMS AND CIRCUMSTANCE DETAILS

Has any claim been made against You or any principal, partner, director, consultant or employee in respect of the risks to which this proposal relates?  Yes  No

Have You or any principal/partner/director/consultant or employee incurred any other loss expense which might be within the terms of cover?  Yes  No

If yes in either case, please give details and advise what action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss. Please attach a separate sheet if necessary.

Date of Claim or loss  Cost of Claim paid or loss *(if any)*  Estimated Outstanding loss

Brief details of each Claim or loss

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Is any principal, director, partner, consultant or employee, after enquiry, aware of any circumstances which might:

- a) give rise to a claim against You or Your predecessors in business or any of the present?  Yes  No
- b) result in You or Your predecessors in business or any of the present or former partners, directors, consultants, employees, or Principals incurring any losses or expenses which might be within the terms of this cover?  Yes  No
- c) otherwise affect the Company's consideration of this Insurance?  Yes  No

*It is agreed that if such facts, circumstances or situations exist, whether or not disclosed, any claim arising from them is excluded from this proposed coverage.*

## INSURANCE DETAILS

Have You any other Professional Indemnity in Force?  Yes  No

*If yes, please provide details:*

Has any insurer, in respect of the risks to which this proposal relates, ever declined a proposal, refused renewal or terminated your Professional Indemnity policy?  Yes  No

*If yes, please provide details:*

## REQUIRED LIMIT

Please tick the Limit of Indemnity required under this insurance:

€100,000  €250,000  €500,000  €1,000,000  €1,500,000

## EXTENSIONS REQUIRED

Loss of clients' original documents or data (*due to damage, lost in the post or stolen while in your care*)  Yes  No

Unintentional slander and/or libel  Yes  No

Dishonesty by employees  Yes  No

Retroactive Cover  Yes  No

*If yes, indicated number of years (max.: 5 years):*  years

## DISCLOSURE

I/We the undersigned duly authorised person(s) declare that:

- I am/we are authorised by each of the Proposers to sign this Proposal Form; and
- the above statements are correct, true and complete; and
- no information material to this Proposal Form has been withheld; and
- I/we have read the important facts which you have put before me/us and I/we understand the advice given in relation to the duty of disclosure; and
- I/we have diligently made all necessary and detailed enquiries in order to comply with the duty of disclosure; and
- I/we understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and
- I/we undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- I/we acknowledge that the Insurer relies on the information and representations in this Proposal Form and otherwise made by me/us in relation to this insurance

## APPOINTMENT & CONSENT

This confirms that with immediate effect I have appointed FirstUnited Insurance Brokers Ltd to act as my Insurance Broker within the scope of the Insurance Brokers and Other Intermediaries Act (Act XII of 2006).

The submission of this form does not bind You to complete the insurance and this insurance will not commence until this proposal has been accepted by the Insurance Company or Insurance Agent with whom such business has been placed, following Your acceptance of the premium quoted and consent to proceed.

Accordingly, I authorise you to place this policy with any Insurance Company or Agency duly authorised to write such business. I also request that you assist me in the placement and ensuing administration of the insurance cover(s) and of any valid claim(s) that I may lodge in the course of your appointment.

I request that any insurance supplier provides you with assistance and information as may be required, including information of any claims notified before or after this appointment. I also authorise you to collect outstanding claim proceeds due to me. In addition, this appointment provides My consent for the processing of personal or corporate data by FirstUnited Insurance Brokers Ltd or its authorised personnel, or any authorised insurer or insurance intermediary or surveyor or loss adjuster provided that this processing complies with the Data Protection Act 2001.

I authorise you to keep Me informed by mail or by other electronic means, of your products and services, which you consider might be of interest to me. Should I wish to revoke this consent I will inform you accordingly. This appointment will remain valid until I advise you otherwise.

I confirm that I have read and that I agree to the [Disclosure](#) and the [Appointment & Consent](#) declarations above.

Signature

Date

FirstUnited Insurance Brokers Ltd., 25 Villa Eden, Princess Elizabeth Street, Ta' Xbiex, XBX1103, Malta.  
Tel: 21319000; Fax.: 21347734; Email: [insure@firstunited.com.mt](mailto:insure@firstunited.com.mt); Web: [www.firstunited.com.mt](http://www.firstunited.com.mt);

# PROFESSIONAL INDEMNITY INSURANCE FOR PHARMACISTS

The role of a pharmacist was once to distribute drugs and leave the explaining to a general practitioner but today's pharmacist is an adviser when a customer needs specific information about specific drugs. A pharmacist has a lot of responsibility in that in giving advice regarding medications, he or she could be held responsible for knowing if a patient is allergic to a particular drug as well as being aware of any other medications the patient is taking that might cause a reaction when combined with a new prescription.

## So who is liable and responsible if a mistake is made?

A pharmacist can be held liable for wrong advice and be subjected to a claim. It's easy to unintentionally make a mistake when it comes to reviewing a patient's prescription record; it begins with the pharmacist making sure he or she can interpret the garbled writing of a doctor and ends with making sure that the prescription will not cause a patient harm. But that's only the beginning; the pharmacist faces many other risks.

## How will PI cover protect me?

A Professional Indemnity (PI) policy will protect you against most claims made by a dissatisfied customer or other people (third parties) regarding any advice you give them or by something you did that is wrong or misleading which the customer believes caused harm or financial loss. On your part, this can include:

- Negligence, omission or error (which can result in bodily or mental injury, sickness, disease or death, that is, medical malpractice, from, say, wrong prescription interpretation, wrong dosage, strength or form given);
- Dispensing, labelling, delivery, dilution, formulation, preparation;
- Counter-prescribing, the running of clinics, advising patients and other healthcare personnel;
- Providing consultancy services to GP practices, hospices and others;
- Unintentional breach of intellectual property rights (copyright, trademarks etc.);
- Loss of clients' original documents or data (these could be damaged, lost in the post or even stolen while in your care);
- Unintentional slander or libel;
- Unintentional misuse or breach of confidential information or breach of confidence;
- Dishonesty by employees (arising from any act, error or omission of named employees).

In all of the above scenarios, Professional Indemnity cover will likely protect you. Your insurance company will defend you, and even if you lose, you will still be covered for damages you are liable for as well as the legal expenses involved.

## What costs will PI actually cover?

Cover is usually designed to provide you with:

- the cost of legal representation;
- associated costs, e.g. medical reports, expert witness statements, toxicology reports, chemical analysis, conferences with advocates, etc.;
- the payment of any compensation awards made against you.

Exclusions may include claims above an agreed amount, cover after the policy has not been renewed, specific excluded activities, overseas work and retroactive cover.

## But how much will it cost?

€1 to €2 million worth of professional liability cover is generally considered adequate but one can go for a higher limit depending on what one can afford. The cost of the premium will depend on the:

- Type of the activity
- Turnover
- Number of employees
- Level of risk

Owing to the wide range of activities undertaken by pharmacists, the risk profiles will be different and this will be reflected in the insurance premium that is paid for. Contact your Insurance Broker for more advice and a premium quotation!