

GOSH Indemnity Scheme Application Form

IMPORTANT INFORMATION – PLEASE READ

This Application Form, which is designed for practitioners working at GOSH, must be signed by the Applicant.

It is the duty of the Applicant to disclose all material facts. For the purpose of this Application Form, a material fact shall be deemed to be one that would be likely to influence the judgement of a prudent insurer in fixing the premium or determining whether to underwrite the risk.

Each section of this Application Form must be completed in full. Incomplete or unsigned forms will not be accepted.

Should there be insufficient room on any part of the Application Form to record all necessary details, please use the space provided in Section 8 with reference to the appropriate question.

Failure to disclose full and accurate details may entitle Insurers to void your contract of insurance and will mean that you are not entitled to any benefits of, or make any claims against, your policy.

It is the responsibility of the Applicant to notify any future change of address or any change in professional circumstances. Once completed, please sign and date the Declaration in Section 7 and return it to:

Paragon International Insurance Brokers Ltd
140 Leadenhall Street
London
EC3V 3QT

Should you have any questions, please contact Paragon International Insurance Brokers Ltd on 0333 444 1515.

THE SIGNING OF THIS APPLICATION FORM DOES NOT BIND THE APPLICANT, OR INSURERS, TO COMPLETE A CONTRACT OF INSURANCE.

What you will need to complete the form:

1. An approximate idea of the number of sessions in surgery, treatment, consultation or clinic.
2. Approximate financials for the past accounting year and current accounting year. (Gross Income and Medico-Legal Income).
3. Details of previous insurance/indemnity.
4. Details of any claims or circumstances made against you. We may also require an up to date Letter of Good standing from your current insurer/indemnifier.

Assumptions:

1. Independent Practice is deemed to mean all un-indemnified work, i.e. non-NHS, regardless of venue.
2. Surgical categories (minor, intermediate and major) are deemed to be those categories as defined by your private medical insurer, i.e. BUPA.

Section 1 – Personal Details

1. Title

2. Forename

3. Surname

4. Date of Birth

5. Gender

Male

☐

Female

☐

6. Home Address

(for all correspondence)

7. Email Address

8. Mobile No.

9. GMC Number

Section 2 – Practice Profile

1. Please indicate your specialty below.

ANAESTHETIST	☐	ONCOLOGIST (DOING BONE MARROW TRANSPLANTS) SURGERY	☐
AUDIOLOGIST	☐	OPHTHALMOLOGIST - SURGERY	☐
CARDIAC SURGEON	☐	OPHTHALMOLOGIST - NO SURGERY	☐
CARDIOTHORACIC SURGEON	☐	ORTHODONTIST	☐
CHIROPODIST	☐	OTORHINOLARYNGOLOGIST - SURGERY	☐
CLINICAL PHARMACOLOGIST	☐	OTORHINOLARYNGOLOGIST - NO SURGERY	☐
CRANIOFACIAL SURGEON - SURGERY	☐	PAEDIATRICIAN - SURGERY	☐
CRANIOFACIAL SURGEON - NO SURGERY	☐	PAEDIATRICIAN - NO SURGERY	☐
DENTAL AND MAXILLOFACIAL SURGEON - SURGERY	☐	PAIN MANAGEMENT DOCTOR	☐
DENTAL AND MAXILLOFACIAL SURGEON - NO SURGERY	☐	PALLIATIVE MEDICINE DOCTOR	☐
DERMATOLOGIST	☐	PATHOLOGIST	☐
DIETICIAN	☐	PHARMACIST	☐
ENDOCRINOLOGIST	☐	PLASTIC SURGEON - SURGERY	☐
GASTROENTEROLOGIST - SURGERY	☐	PLASTIC SURGEON - NO SURGERY	☐
GASTROENTEROLOGIST - NO SURGERY	☐	PSYCHIATRIST	☐
GENERAL INTERNIST - SURGERY	☐	PSYCHOLOGIST	☐
GENERAL INTERNIST - NO SURGERY	☐	PSYCHOTHERAPIST	☐
GENERAL SURGEON - SURGERY	☐	PULMONOLOGIST	☐
GENERAL SURGEON - NO SURGERY	☐	RADIOLOGIST INTERVENTIONAL	☐
GYNAECOLOGY - SURGERY	☐	RADIOLOGIST NON-INTERVENTIONAL	☐
GYNAECOLOGY - NO SURGERY	☐	REHABILITATIONIST	☐
HAEMATOLOGIST	☐	RESPIRATORY MEDICINE DOCTOR	☐
HEAD AND NECK SURGEON - SURGERY	☐	RHEUMATOLOGIST	☐
HEAD AND NECK SURGEON - NO SURGERY	☐	SPEECH AND LANGUAGE THERAPIST	☐
HISTOPATHOLOGIST	☐	SPINAL SURGEON - SURGERY	☐
IMMUNOLOGIST	☐	SPINAL SURGEON - NO SURGERY	☐
INTENSIVIST	☐	THORACIC SURGEON - SURGERY	☐
MEDICAL DIRECTOR	☐	THORACIC SURGEON - NO SURGERY	☐
MICROBIOLOGIST	☐	TRAUMA AND ORTHOPAEDIC SURGEON - SURGERY	☐
NEONATOLOGIST	☐	TRAUMA AND ORTHOPAEDIC SURGEON- NO SURGERY	☐
NEPHROLOGIST	☐	UROLOGIST - SURGERY	☐
NEUROLOGIST	☐	UROLOGIST - NO SURGERY	☐
NEUROPHYSIOLOGIST	☐	VASCULAR SURGEON - SURGERY	☐
NEUROPSYCHOLOGIST	☐	VASCULAR SURGEON - NO SURGERY	☐
NEUROSURGEON - SURGERY	☐	VIROLOGIST	☐
NEUROSURGEON - NO SURGERY	☐	OTHER (PLEASE SPECIFY)	
OCCUPATIONAL THERAPIST	☐		
ONCOLOGIST - SURGERY	☐		
ONCOLOGIST - NO SURGERY	☐		

2. Do you undertake or take part in the administration of clinical trials? Yes ☐ No ☐
3. As part of your role in either your Independent Practice or the NHS, are you required to appraise and/or train your colleagues or peers? Yes ☐ No ☐
4. Do you undertake any of the following in your Independent Practice:
- a. Bariatric surgeries or treatments. ☐
 - b. Genital cosmetic surgeries or treatments. ☐
 - c. Gender reassignment surgery. ☐
 - d. Organ transplantations. ☐
 - e. Obstetrics. ☐

Section 3 – Surgical Exposure

NB: If you do not perform surgery in your Independent Practice, please skip ahead to Section 4.

1. Please state below the approximate number of sessions undertaken per week in each aspect of your practice. (One session equals four hours).
- a. Surgical
 - b. Non-surgical
 - c. Consulting
 - d. NHS
2. For your Independent Practice only, please state the approximate number of surgical procedures performed in each of the below categories, during the past accounting year.
- a. Minor
 - b. Intermediate
 - c. Major
3. How many new patients do you treat per annum in your Independent Practice?
4. What percentage of your Independent Practice involves procedures performed on children under 16 years old? %
5. What percentage of your Independent Practice involves elective cosmetic procedures? %

Section 4 – Non-Surgical Exposure

1. Please state below the approximate number of sessions undertaken per week in each aspect of your practice. (One session equals four hours).
- a. Consultations and/or Non-surgical
 - b. NHS
2. How many new patient cases do you review per annum in your Independent Practice?

(NB: "Patient Cases" is deemed to mean any patient interactions, whether in person or by any other form of communication, including but not limited to, review of a patient's medical records and/or diagnostic imaging).

Section 5 - Professional History

1. Please confirm:
- a. Your current Medical Defence Organisation (MDO) or Insurer.
 - b. The year in which you first joined your current MDO or Insurer.
 - c. The date on which your indemnity renews.
 - d. Your current subscription cost. £
2. Please confirm the percentage of your Independent Practice that is undertaken at GOSH. %

Section 5 – Professional History

3. For your Independent Practice, please confirm the hospital(s)/clinic(s) at which you have practicing privileges.

4. Has any application for this type of insurance cover or membership of any defence body ever been declined, cancelled or required special terms? Yes ☐ No ☐

5. Have any claims for compensation been made against you for incidents or circumstances arising from NHS or Independent Practice during the past 10 years? Yes ☐ No ☐

If yes, please provide an up to date copy of your Letter of Good Standing from your current indemnifier.

6. Are you aware of any circumstances from your NHS or Independent Practice which may give rise to a claim against you? Yes ☐ No ☐

7. Have all claims and/or circumstances been notified to your current insurer? Yes ☐ No ☐

8. Have you ever been convicted of any criminal offence (other than minor driving offences), subject to professional disciplinary proceedings by your employer or GMC Fitness to Practice procedures? Yes ☐ No ☐

Section 6 - Financial Information

1. What is your approximate gross annual income from Independent Practice, **excluding** both medico-legal and NHS indemnified work?

a. For the past accounting year?

b. Estimated for the current accounting year?

2. What is your approximate gross annual income from medico-legal work **only** in your Independent Practice?

a. For the past accounting year?

b. Estimated for the current accounting year?

3. Do you provide your services or bill your patients via a Limited Company or Limited Liability Partnership? Yes ☐ No ☐

a. What is the name of the Company/Partnership?

b. Are you the only registered medical practitioner working for the Company/Partnership? Yes ☐ No ☐

c. Do(es) you/the Company/Partnership employ any other medical staff whose role is to perform surgery and/or treatments on patients? Yes ☐ No ☐

d. Is all work performed within the United Kingdom? Yes ☐ No ☐

Section 7 – Declaration

By submitting this application I declare that all statements and particulars contained in this Proposal are true and that I have made a fair presentation of the risk, by disclosing all material facts which I know or ought to know or, failing that, that I have given Paragon sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. I undertake to inform Paragon before any contract of insurance is concluded, if there is any material change to the information already provided or any new fact or matter arises which may be relevant to the consideration of my proposal for insurance. I understand that a failure to ensure that the statements and particulars contained in this Proposal are true or a failure to disclose any material facts which would be likely to influence the acceptance and assessment of the Proposal may adversely affect the availability of coverage under the policy or result in the voiding of the policy in every respect. By submitting this application, I agree to the Initial Disclosure Document (IDD) attached, and authorise Paragon to release information to relevant third parties and give permission to Paragon to use my email address and/or other contact information, as provided in Section 1 (Personal Details), to send their quotations or correspondence.

Customer Signature

Print Name

Date

Please use this space for any additional information.

Initial Disclosure Document (IDD)

Paragon International Insurance Brokers Ltd (Paragon)

Authorised and regulated by the Financial Conduct Authority (FCA), FRN: 310157. Registered address: 140 Leadenhall Street, London, EC3V 4QT. Registered in England, company number: 03215272.

Please use the information in this document to decide if Paragon's services are right for you.

1. Definitions

- 1.1 'You' or 'your' means you, the Client.
- 1.2 'We' or 'us' or 'our' means Paragon.

2. Who regulates us?

- 2.1 Paragon is authorised and regulated by the FCA, which is the independent body that regulates financial services in the UK.
- 2.2 To comply with FCA's requirements regarding systems, disclosure and management control Paragon has prepared this Terms of Business Agreement (TOBA).
- 2.3 It is possible to check information given in this document by visiting the FCA's website <http://www.fca.gov.uk/register> or by contacting the FCA on (44) 0845 606 1234 or by writing to them at 25 The North Colonnade, Canary Wharf, London, E14 5HS, UK.

3. Ownership and control

- 3.1 Paragon is an independent Lloyd's accredited broker and is based in London.
- 3.2 Paragon is owned by its Directors and staff through a holding company and there are no external shareholders.
- 3.3 Paragon uses insurance markets based in the UK, Europe, Bermuda and North America. Paragon can offer a range of insurance products from insurers based in these countries.
- 3.4 Paragon is not tied to, or acts as agent of, any insurer except in the collection of monies and the holding of documents involving certain insurers.
- 3.5 Paragon does not own any shares in any insurance company anywhere in the world or in any Lloyd's entity.

4. Bribery and Corruption

- 4.1 Paragon conducts its business in an honest and ethical manner and it has adopted a zero-tolerance to bribery and corruption.

5. Paragon's Responsibilities

- 5.1 Paragon will discuss with you, or your representative, your insurance requirements and if appointed in writing as your insurance broker it will approach insurance markets which it considers appropriate. Paragon will keep you fully informed on a regular basis of its progress or otherwise.
- 5.2 Paragon will present in writing (which may be in electronic form) the terms negotiated with the markets and will give its independent advice and recommendations when you are deciding the coverage to buy, the terms and conditions and which insurance markets to use. Paragon will highlight any conditions and/or subjectivities required by insurers and will discuss with you how best they can be addressed.
- 5.3 Paragon will issue detailed written confirmation of the terms and conditions of the insurance placements at the point of binding. When a formal policy is issued it will be in electronic format and Paragon will use its best endeavours to provide such formal policy documentation as soon as possible.
- 5.4 In respect of insurance placements arranged by Paragon, and at your written request, Paragon will seek to negotiate with insurers any amendment to the terms of any placement and it will present and negotiate claims advices and settlements provided it is still the appointed broker.

6. Data Protection

- 6.1 Paragon strives to protect the privacy and the confidentiality of personal data that it processes in connection with the services it provides.
- 6.2 Personal data relates to a living individual who can be identified from that data. Identification can be by the information alone or in conjunction with any other information in the data controllers' possession or likely to come into such possession.
- 6.3 The processing of personal data is governed by the General Data Protection Regulation 2016/679 (the 'GDPR').
- 6.4 Paragon's services consist of insurance mediation activities - introducing, proposing or carrying out other work preparatory to the conclusion of contracts of insurance, and concluding such contracts, assisting in the administration and performance of such contracts. In order to provide such services Paragon is required to process personal data. Paragon acts as a data controller in respect of the personal data it receives in connection with the services it provides. This means that we decide how your personal data is processed, and for what purposes as described herein.
- 6.5 Insurance is the pooling and sharing of risk in order to provide protection against a possible eventuality. In order to do this, information, including your personal data, needs to be shared between different insurance market participants.
- 6.6 In order to facilitate the provision of insurance cover and administer insurance claims as described in 6.4, Paragon's relies on a number of legal grounds under the GDPR, primarily contractual necessity, legitimate interests and compliance with legal obligations.

- 6.7 Unless subject to an exemption under the GDPR, you have the following rights with respect to your personal data:
- to request a copy of your personal data which Paragon holds about you;
 - to request that Paragon corrects any of your personal data if it is found to be inaccurate or out of date;
 - to request your personal data to be erased where it is no longer necessary for Paragon to retain such data;
 - to object where permissible to the processing of your personal data at any time;
 - to request that Paragon provides you with your personal data, and where possible, to transmit the data directly to another data controller (known as the right to data portability);
 - where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing;
 - to object to the processing of your personal data by automated individual decision-making and profiling;
 - to lodge a complaint with the Information Commissioner's Office (ICO).

6.8 We will keep your personal data securely for a maximum of 10 years, after which time it will be destroyed securely if it is no longer needed for the lawful purposes for which it was obtained. In some limited cases, it may be necessary to retain your personal data for longer if we need to hold it for liability claim purposes. If you consent to receiving marketing from us, any information we use for this purpose will be held by us until such time as you notify us that you no longer wish to receive marketing information from us.

6.9 Further to 6.5, the insurance market is committed to safeguarding that information. Below is a link to the London Insurance Market Core Uses Information Notice which is designed to help you understand the complexities of the insurance market and how various insurance market participants may process your personal data in respect of core activities that take place throughout the insurance lifecycle.

http://www.lmalloyds.com/LMA/News/Releases/PR_2017/data_protection_05Dec.aspx

6.10 To exercise all relevant rights, or to raise queries or complaints, please in the first instance contact Paragon's Data Protection Officer at:

Email: compliance@paragonbrokers.com

Address: The Data Protection Officer, 140 Leadenhall Street, London, EC3V 4QT

Please ensure that you review our updated Privacy Policy which can be found on our website at www.paragonbrokers.com/privacy-policy.

7. Financial Services Compensation Scheme (FSCS)

7.1 Certain Clients may be entitled to compensation from the FSCS. This depends on the type of business and the circumstances of the claim. Full information can be obtained from the FSCS website which is www.fscs.org.uk or the FCA.

8. Financial Crime

8.1 UK money laundering regulations requires Paragon to obtain information about you before it can act.

8.2 As part of Paragon's due diligence checks and information gathering process Paragon will carry out sanctions and financial checks including but not limited to the HM Treasury Financial Sanctions List in line with its internal procedures.

9. Insurer Security

9.1 Paragon only uses insurers that have been rated A- or higher by A.M Best or have been rated A- or higher by Standard & Poors. Paragon never acts as an insurer.

9.2 Paragon does not guarantee the solvency of any insurer it places business with, or the ability of an insurer to meet policyholder obligations. As a result, final decisions on insurer suitability must rest with you.

10. Your Responsibilities

10.1 You are responsible for making, after reasonable search, a Fair Presentation in a clear and accessible manner of all important and relevant information, at least sufficient to put a prudent insurer on notice to make enquiries, and not to make any misrepresentations as required by the Insurance Act 2015.

10.1.1 Please contact Paragon's Compliance Officer if you wish to discuss this important requirement.

10.1.2 A Fair Presentation is required in order for a reasonable insurer to decide whether to provide insurance or not and, if so, the terms and conditions of such insurance.

10.1.3 The use of an application or proposal form supplies by insurers or Paragon does not relieve or reduce your responsibility to make a Fair Presentation or important and relevant information in a clear and accurate manner.

10.1.4 If you do not make a Fair Presentation then insurers may be able to void the policy and provide no coverage with no return of premium or amend the terms of the insurance placement to exclude coverage under the placement or reduce the amount of claims to be paid or require you to pay some additional premium.

10.1.5 Your obligation to keep information up to date is on-going therefore we ask that you advise us as soon as possible of any changes in respect of any of the information you provided so we can pass such changes onto insurers for their acceptance or otherwise.

10.2 You are responsible for checking that all documentation received by you from the insurers clearly reflects the insurance coverage you require. Particular attention should be made to the limits, terms & conditions, any warranties and when and how to advise claims or potential claims to insurers. Also attention should be given to any condition that requires you to undertake specified actions by a date.

10.3 You are responsible for paying the correct amount of premium and any tax by the due date especially if there is a warranty and Paragon will not be responsible for any consequence of such a failure. Paragon will not be able to pay the market unless it receives the correct amount.

10.4 You must ensure that payments are made to the bank account as advised by Paragon.

10.5 All sums will be held by Paragon in a Non Statutory Trust bank account until payment is due to insurers, or clients if return of premium or claims monies, and any interest earned from monies held on account will be payable to Paragon.

10.6 Paragon may drawdown its commission before paying the premium to insurers.

10.7 Paragon acts as the agent of certain insurers, including Lloyd's syndicates, in the collection and holding of insurance premiums, certain claims monies and the holding of documents.

10.8 If you have any doubt about your responsibilities under any insurance arranged by Paragon please immediately contact our Compliance Officer who will be pleased to assist.

11. Paragon's Remuneration

- 11.1 Paragon's remuneration will be either by commission payable by insurers or an agreed fee payable by you.
- 11.2 You are entitled to know details of the commission paid to Paragon which is applicable to your premium.
- 11.3 Paragon will service all aspects of your insurance programme, including claims, when it accepts business on a commission basis.
- 11.3.1 However, if another London based broker is subsequently appointed it is a condition of this IDD that such an appointed broker must then take full responsibility for all servicing of your insurance programme, including claims, from the date of their appointment with no return of commission from Paragon.
- 11.3.2 If Paragon's appointment is terminated and no London based broker is appointed in its place and you request Paragon to continue to manage and negotiate existing claims then Paragon reserves its right to charge a fee for such work.
- 11.4 Paragon's commission is fully earned as at the inception date of insurance placements.
- 11.5 If Paragon accepts your business for an agreed fee, the terms of which are to be agreed prior to the inception of any insurance coverage, the fee will be for an agreed period of time (usually the period of the policy) and this includes the negotiation and management of claims.
- 11.6 Paragon's fee is fully earned at inception of the policy or fee agreement whichever is first.

12. Payments to Paragon

- 12.1 Paragon never accepts payments for premium or its services in cash, or by private/personal credit cards or private/personal cheques. Paragon will only accept transfers of monies from, or cheques with accounts with, reputable and internationally known banks.
- 12.2 If you use a premium finance company to pay your premium this must be advised to Paragon as it is not able to accept payment other than from the insured unless previously agreed and documented by you and Paragon.

13. Complaints

- 13.1 Paragon aims to provide the highest standard of service to all their clients. If at any time you wish to make a complaint, either in writing or verbally, in connection with any matter concerning the services received, or not, from Paragon, or regarding any other business matter involving Paragon, you should address such matters to Paragon's Compliance Officer:
- Email: complaints@paragonbrokers.com
 - Post: Compliance Officer, 140 Leadenhall Street, London, EC3V 4QT, United Kingdom
 - Tel: +44(0) 20 7280 8200
- He/she will acknowledge the complaint within three working days and will immediately undertake an independent review and will write to you accordingly.
- 13.2 Paragon's complaints procedure is compliant with the requirements of the FCA.
- 13.3 You have the right to refer complaints directly to Lloyd's if Paragon has placed cover with any Lloyd's syndicate; details of insurers will be shown in policy documents. Lloyd's aim to resolve complaints within 8 weeks which is in accordance with FCA rules. To make a complaint to Lloyd's please write to: Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN. Alternatively you may contact them by telephone on +44(0) 20 7327 5693 or email complaints@lloyds.com.
- 13.4 If the complaint is not resolved you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). The FOS is an independent service in the UK for settling disputes between policy holders and insurers. It is important to note that eligible complaints must be referred to the FOS within 6 months of the date of the Final Response Letter issued by Paragon or Lloyd's. Full information can be obtained from their website which is www.fos.org.uk or the FCA.

14. Liability

- 14.1 To the maximum extent permitted by applicable law, Paragon's liability arising under or in connection with this Agreement in respect of any loss and/or damage shall never exceed £5,000,000.00 in any twelve month period. Such twelve month period will start to run from the date that you sign and date this Agreement.

15. Entire Agreement

- 15.1 This document, along with any addendums attached hereto, is the entire agreement between Paragon and you.
- 15.2 Any changes, amendments or additions are only valid when attached hereto and signed by the respective signatories hereon.

16. Governing Law and Jurisdiction

- 16.1 This IDD shall be construed according to English law and any disputes arising under it shall be determined in the Law Courts of England and Wales.

Paragon International Insurance Brokers Ltd

140 Leadenhall Street,
London,
EC3V 4QT
Tel: 02072808200

Paragon is authorised and regulated by the Financial Conduct Authority, No 310157.