



## PROFESSIONAL INDEMNITY

# DECLARATION FOR THE MEMBERS OF THE HONG KONG ASSOCIATION OF SPEECH THERAPISTS

### Important

1. You must read and understand the IMPORTANT NOTICE on the last page of this form before completing this Declaration.
2. Please answer all questions giving full and complete answers.
3. Application must be signed and dated by the Applicant.
4. The Applicant will be referred to in this Declaration as "You" or "Your".

i) Name of the Applicant: \_\_\_\_\_

ii) Age: \_\_\_\_\_                      iii) Sex: \_\_\_\_\_

iv) Email: \_\_\_\_\_                      v) HKAST Membership No.: \_\_\_\_\_

vi) Residential Address: \_\_\_\_\_

vii) Mobile Number: \_\_\_\_\_                      viii) Office Number: \_\_\_\_\_

ix) Name of Employer: \_\_\_\_\_

x) Working Address: \_\_\_\_\_

xi) Working Experience: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rm 1905, Fortress Tower, 250 King's Road, North Point, Hong Kong. Tel. (852) 2523 6072 Fax: (852) 2523 6937  
香港專業保險經紀協會會員                      Email: raymond@charterlloyd.com , alice@charterlloyd.com  
Adelaide • Melbourne • Perth • Sydney • Hong Kong

Charterlloyd Insurance Brokers Ltd (the "Company") is remunerated for its services by the receipt of commission paid by Insurers. Your agreement to proceed with this insurance transaction shall constitute your consent to the receipt of commission by the Company.



xii) Scope of Professional Services: \_\_\_\_\_

\_\_\_\_\_

xiii) Qualification: \_\_\_\_\_

xiv) Date Qualified: \_\_\_\_\_

xv) Please advise your annual income for the past 12 months: \_\_\_\_\_

xvi) Any existing Professional Indemnity insurance policy? Yes  No

**xvii) Claims Details**

(a) Have you been subject to disciplinary proceedings for professional misconduct? Yes  No

(b) Have any claims for negligence or breach of professional duty been made in the last ten (10) years against you, or have circumstances been notified to insurers that might give rise to a claim? Yes  No

(c) Are you aware any circumstance which may give rise to a claim against you? Yes  No

\*If Yes to any of the questions above, please provide the details in respect of each matter.

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**CHARTERLLOYD**  
**INSURANCE BROKERS LTD**  
INTERNATIONAL INSURANCE BROKERS

## Declaration

### Important

Signature of this Declaration does not bind the Applicant or the Insurer to complete the insurance.

I hereby declare that the statements and particulars in this Declaration are true and that I have not mis-stated or suppressed any material facts. I agree that this Declaration forms part of the Professional Indemnity Solutions Proposal and shall form the basis of any Contract of Insurance effected thereon. I undertake to inform the Insurer of any material alteration to these facts whether occurring before or after completion of the Contract of Insurance.

I understand, acknowledge and agree that, as a result of my purchasing and taking up the policy to be issued by the Insurer, the Insurer will pay the authorized insurance broker commission during the continuance of the policy including for renewals, for arranging the said policy. Where I am a body corporate, the authorized person who signs on behalf of me further confirms to the Insurer that he or she is authorized to do so.

I further understand that the above consent is necessary for the Insurer to proceed with the application.

Signature of Applicant

.....

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

## Important Notice

### This policy is issued on a Claims Made basis:

This means that the policy responds to:-

1. Claims first made against the Insured during the Period of Insurance and notified to the Insurer during that Period of Insurance, provided that the Insured was not aware prior to the policy inception of circumstances which would have put a reasonable person on notice that a Claim may be made against the Insured; and
2. If during the currency of the policy, the Insured becomes aware of any occurrence which may give rise to a Claim under the policy and during the Period of Insurance gives written notice to the Insurer of such occurrence, any Claim which

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may be subsequently made arising out of the occurrence of which notification has been given shall be deemed to be a Claim made during the period of this policy whenever such Claim may actually be made.

When the policy expires, no new notification generally can be made on the expired policy even though the event giving rise to the Claim may have occurred during the Period of Insurance.

No indemnity will be provided under this policy in respect of any Claim arising out of circumstances of which the Insured was aware at any time prior to policy inception and which would have put a reasonable person on notice that a Claim may be made.

### **Your Duty of Disclosure**

Before entering into a contract of general insurance, 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 the 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 their liability in respect of a Claim or may cancel the contract.

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

### **Surrender or Waiver of any Right of Contribution or Indemnity**

Where another person or company would be liable to compensate the Insured or hold the Insured harmless for part or all of any Loss or damage otherwise covered by the policy, but the Insured has agreed with that person or company either before or after the inception of the policy that recovery of any Loss or damage from that person or company would not be sought, the Insured will not be covered under the policy for any such Loss or damage.

### **Contracts by the Insured Affecting Rights to Subrogation**

If the proposed contract of insurance includes a provision which excludes or limits the Insurer's liability in respect of any Loss because the Insured is a party to an agreement which excludes or limits rights to recover damages from a third party in respect of that Loss, signature of any such agreement may place the indemnity under the proposed contract of insurance at risk.

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