



## PROFESSIONAL INDEMNITY SOLUTIONS

### DECLARATION FOR MEMBERS OF HONG KONG ASSOCIATION OF DOCTORS IN CLINICAL PSYCHOLOGY

#### 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) Membership No. of HKADCP: \_\_\_\_\_

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

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

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

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

xi) Working Experience:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

**xvi) 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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.....  
.....

**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 Zurich Insurance Company Ltd ("Company"), the Company 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 Company that he or she is authorized to do so.

I further understand that the above consent is necessary for the Company 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 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.

### **Data sharing consent**

In order to provide a seamless insurance service globally, Zurich may transfer any data Zurich has received from and any data it holds on the policyholder to other units of Zurich Insurance Group Ltd, such as branches, subsidiaries, or affiliates within Zurich Insurance Group Ltd, cooperative partners of Zurich Insurance Group Ltd, coinsurance and reinsurance companies located in the country of the policyholder or abroad.

Zurich as well as such recipients may use, process and store the data, in particular for the purpose of risk evaluation, policy execution, premium setting, premium collection, claims assessment, claims processing, claims payment, statistical evaluation or to otherwise ensure Zurich's global insurance service delivery.

If a broker or agent is acting on behalf of the policyholder, Zurich is authorised to use, process and store data of the policyholder received from such broker or agent, and to forward to such broker or agent data of the policyholder relating to the execution of the policy and the collection of premiums and payment of claims.

Zurich may procure data from government offices and third parties relating to the policyholder to assess a claim in the event of loss or damage.