

# CLAIMS PROCEDURES

## NOTE

**All communication with the Insurer and or claimant must only come from the President of the NZHGPA or their nominee**

## Our Policy is based on a CLAIMS MADE AND NOTIFIED BASIS OF INSURANCE

This insurance is arranged on a "claims made and notified" basis. This means you must immediately notify any claims, potential claims or circumstances as soon as you become aware of them during the policy period. This is regardless of when the event occurred giving rise to the claim unless excluded by the application of the retroactive date specified in the policy schedule. Once the policy has expired, no claims or potential claims or circumstances can be notified under it.

## WHAT IS A CLAIM?

The common thread of what must be notified is "a set of circumstances which you become aware of that leads you to believe that the **possibility** exists that a demand for damages **may** eventuate against you".

The above covers a wide spectrum of situations from the extreme of a verbal intimation of an error or omission to the more obvious formal letter of demand or a writ or summons served on you.

The question to ask oneself is – "given the circumstance, am I positive that no claim will be made against me?" If the answer is "no, I am **not** positive" then you must notify the insurer through the NZHGPA..

As some policies do differ on what constitutes a circumstance, please refer to NZHGPA for guidance.

## GENERAL PROCEDURE

When a notification is made to the NZHGPA , we directly or our Insurance agents will request your completion and return of a notification form.

It is important that any communication between you and the claimant be approved by our insurers to avoid a possible prejudicing of your ability to obtain indemnity under the policy.

Our Insurers may require the appointment of legal counsel to report on any indemnity issues and otherwise assist you in the defence of the claim. Such assistance will be on a "reservation of rights" basis until indemnity under the policy can be confirmed. We will consult with you regarding the proposed counsel to ensure that you are comfortable with them representing your interests in defence of the claim.

## KEY CONDITIONS

**Do not** admit liability.

**Do not** enter into correspondence or discussions with the claimant without insurers consent and input.

**Do not** incur defence costs without the prior written approval of insurers.

**Do not** offer to settle the claim without the prior written approval of insurers.

**Do** co-operate with insurers in the defence of a claim.