

## Professional Indemnity Insurance Policy

Combined Risk Category Guide, Product  
Disclosure Statement, Policy Wording V.15  
and Financial Services Guide.

**V.15**

# HOW TO USE THIS BOOKLET

## Thank you for choosing MDA National

Supporting and protecting doctors and promoting good medical practice since 1925, our priority is to assist you in the moments that matter.

Being a part of MDA National means having access to industry-leading doctors, lawyers and medico-legal experts who are just a click or phone-call away.

## Why you need cover

All medical practitioners registered and practicing in Australia require medical indemnity insurance.


The cover offered by MDA National Insurance caters to a wide range of practice scenarios, including public and private practice, and at all stages of a doctor's career – from being a medical student, through internship and further training, and into practice in your chosen specialty.

The cover we provide is continually reviewed and updated to ensure it remains relevant to your needs in an ever-evolving clinical and regulatory climate.

## This booklet

This booklet will help you to better understand MDA National, the Product Disclosure Statement (PDS) our Professional Indemnity Insurance Policy (Policy), the Risk Category Guide, and the support and protection we can provide you and your practice.

## How to use this booklet

Throughout the booklet you will find diagrams and highlighted examples to help you understand our cover. The examples are marked with an  icon for your easy identification and review.

For guidance on selecting the appropriate Field of Practice and important information pertaining to what types of clinical practice is covered under the various specialties please refer to the Risk Category Guide.

The table of covers in the Product Disclosure Statement (PDS) sets out a simplified, high-level summary of the key covers and benefits provided to you through the Policy (please be sure to refer to the Policy Wording for a full and detailed explanation).

In addition, throughout the Policy Wording we highlight those words and phrases which you can find explained in greater detail in the 'Words with special meanings' at the beginning of the Policy Wording.

# TABLE OF CONTENTS —

The rest of this booklet is divided into the following sections:

## SECTION 1

06

The Risk Category Guide outlines various risk categories. It will assist you to determine the most appropriate category for your needs.

- ▶ General Information
- ▶ Risk Categories

08

19

## SECTION 2

62

The Product Disclosure Statement (PDS) provides information about your Policy including:

- ▶ A table summary of what we cover
- ▶ An explanation of claims made policies and retroactive cover
- ▶ How to make a claim, and what to do when something goes wrong

65

69

83

## SECTION 3

86

The Policy Wording sets out in detail the terms of the Policy including:

- ▶ Words with Special Meanings
- ▶ What we cover
- ▶ Exclusions – what we do not cover
- ▶ Conditions – what you must do
- ▶ General terms – what we can do

87

91

108

113

116

## SECTION 4

120

The Financial Services Guide contains information about MDA National and the financial services we provide including:

- ▶ What products and services we offer
- ▶ How we safeguard your personal information
- ▶ What to do if you want to make a complaint

121

123

124

## SECTION 5

126

The NSW Healthcare Liability Act 2001 is an extract of the Insurance Regulation Order issued under the *Healthcare Liability Act (2001)* for the attention of NSW medical practitioners.



## **SECTION A —** GENERAL INFORMATION

About this document	— 08
Field of Practice	— 09
Gross Annual Billings	— 12
Automatic Inclusions	— 14
Clarification of cover	— 17
Extension of cover	— 18

## **SECTION B —** RISK CATEGORIES

Student, Post Graduate & Specialist Training	— 24
Employer Indemnified & Non Clinical	— 30
General Practitioner	— 32
Cosmetic Practice	— 42
Physician	— 44
Surgeon	— 46
Other Specialities	— 51
Cessation of Practice	— 59

# SECTION A — GENERAL INFORMATION

## About this document

This Risk Category Guide outlines various risk categories. It will assist you to determine the most appropriate category for your needs.

This guide applies to Policies underwritten by MDA National Insurance Pty Ltd (MDANI) commencing on or after 1 July 2024.

Risk categories are determined by MDANI and may be updated, amended or replaced from time to time. The inclusions and exclusions are intended to be a guide, rather than an exhaustive list of procedures or activities.

The onus is on you to select and maintain the appropriate level of cover for all areas of your practice that you need indemnity from us. Failure to do so may result in you not being covered for any procedures or practices outside your risk category. If your Certificate of Insurance does not reflect the actual field in which you practice or the correct gross annual billings, we may exercise our rights under the Policy and at law to cancel your Policy or reduce the amount we will pay if you make a claim under the Policy, or both. If your failure is fraudulent, we may refuse to pay a claim under the Policy and treat the contract as if it never existed. You must keep us informed of any changes to the actual field in which you practice and any changes in your gross annual billings. Any changes to your field of practice including your gross annual billings may lead to a change in premium resulting in a pro-rata refund or an additional premium payable.

If you have any queries or are uncertain which risk category is appropriate, please contact our Member Services team on **1800 011 255** or **[peaceofmind@mdanational.com.au](mailto:peaceofmind@mdanational.com.au)**.



## Field of practice

The field of practice shown in your Certificate of Insurance is based on information you provide to us and includes your specialty and (where applicable), your category and gross annual billings. If you practice across a number of specialties, you must select the highest risk specialty. Information on choosing the field of practice is contained in this Risk Category Guide.

**Example:** If you generate billings of \$200,000 from General Practice – Non Procedural work and you also generate billings of \$50,000 from General Practice – Obstetrics work, you should select the General Practice – Obstetrics category with billings of \$250,000.

Some examples of circumstances that may require a change to your field of practice include:








- an increase or decrease in your gross annual billings
- deciding to undertake procedural work when you are insured in a non procedural category
- commencing locum or other private work if you are an employer indemnified doctor
- receiving specialist Fellowship
- undertaking practice or performing a procedure which may be considered unusual for your specialty, or field in which you practice.

Your field of practice change will be for a minimum period of three months, and you may make up to four changes in a Policy period.

SECTION A — GENERAL INFORMATION

If you undertake a practice or procedure which may be considered unusual for your specialty or field in which you practice, then you may not be covered for that practice or procedure. Please advise us of your practice and we will confirm to you in writing whether we will cover you or not, and if so, on what terms.

The type of practice we consider unusual includes, but is not limited to:

Type of practice we consider unusual	Action required
undertaking any practice or procedure which you are not qualified to undertake.	
prescribing of peptide hormones, growth factor analogues and growth factor releasing hormones unless it was part of a clinical trial approved by an Ethics Committee	
prescribing of anabolic agents and human growth hormone other than for TGA approved Indications	
prescribing of compounded bioidentical hormone therapy other than for TGA approved indications	
undertaking stem cell therapy	
vaginal rejuvenation using radiofrequency devices	
prescribing medicinal cannabis as a stand-alone practice	

There are certain practices we **do not cover** at all. These include:

Certain practices we do not cover	Covered
undertaking surgical cosmetic procedures when you are not a Fellow of the Royal Australian College of Surgeons or equivalent	✘
undertaking consultations or initial prescribing via SMS/email/online where there is no prior face to face, video or phone consultation	✘
prescribing of non-TGA approved bioidentical hormone preparations	✘
prescribing Medicinal Cannabis without holding a fellowship or equivalent specialist qualifications	✘
gender transition in minors* for claims arising out of: <ul style="list-style-type: none"> <li>a) your assessment that a patient under the age of 18 years is suitable for gender transition</li> <li>or</li> <li>b) you initiating the prescribing of cross sex hormones for any patient under the age of 18 years.</li> </ul>	✘

\*Please see page 17 for further information regarding cover for this practice.

It is the expectation that all medical practitioners will undertake practice in accordance with the Medical Board's - Good Medical Practice: A Code of Conduct for Doctors in Australia.

## Gross annual billings

When applying for or renewing the Policy you will be asked to nominate or confirm your gross annual billings for the financial year. Gross annual billings are not used as a reflection of your salary, but as a guide to the number of patients you see and the volume of healthcare services you provide. This allows us to appropriately determine your risk.

Gross annual billings can be revised at any time during the Policy period to accurately reflect your practice. Any offers of renewal will be based on the billings information we have on record so it is important that you review and update this information as necessary.

### **What to include**

Gross annual billings are the total billings generated by you from all areas of your practice for which you are required to have indemnity cover from us within the financial year. This is whether the funds are retained by you or not, and before any apportionment or deduction of expenses and/or tax.

This includes work performed in your name or work for which you are personally liable, including but not limited to:

- Medicare billings before any rebates
- amounts billed to patients where there is no Medicare rebate (full amount billed, not the proportion you receive)
- payments by individuals
- payments by the Commonwealth Department of Veterans' Affairs, workers' compensation schemes and third party and/or vehicle insurers
- income received from other healthcare services provided by you such as professional fees, writing articles, academic positions, medico-legal reporting, incentive payments and overseas work for which we have agreed to extend indemnity under the Policy.

### **Examples**

#### **Private Practice**

You must include the total amount you expect to bill for any private healthcare services you provide, not the income you receive or that proportion of your billings you retain.

**Scenario:** Your role for which you require indemnity from MDA National generates gross annual billings of \$400,000 per annum. Following tax deductions and apportionments to your practice for administrative expenses, staff etc. your individual income or salary amount to \$250,000 per annum. The following diagram sets out what the appropriate gross annual billings should be for the purposes of your indemnity.

#### Your gross annual billings from private practice

CORRECT  
gross annual  
billings



**Gross annual billings (GAB): \$400,000 pa**  
(Generated by your role which requires indemnity)

INCORRECT  
gross annual  
billings



**Your individual income: \$250,000 pa**  
(GAB minus tax deductions & practice expenses)

### Public Practice

You only need to include income from public hospital healthcare services if you do not receive indemnity for this work through the public hospital's indemnity scheme. This should only be included if we have agreed to cover you for your public patient care. Any billings or income from healthcare services that you have access to indemnity from your employer or the public hospitals scheme does not need to be included.

**Scenario:** You undertake a role where you treat a combination of public and private patients. You have indemnity provided from the hospital for treating public patients. Your billings from your private practice is \$250,000 and your income from the public hospital is \$150,000. As you only require indemnity for civil liability relating to private patients it is only your private billings of \$250,000 that needs to be included in your gross annual billings. Income from the employer indemnified public practice should not be included.

#### Your gross annual billings (GAB) from treating private and public patients

MUST  
include for  
individual  
indemnity



**Private Practice billings: \$250,000**  
(Covered by individually held indemnity)

NOT  
required



**Public hospital income: \$150,000**  
(Covered by employer/hospital provided indemnity)

**Bulk billing practice**

If you bulk bill Medicare for healthcare services, you must include the total of all amounts received in the bulk billing claim of assignment of benefits, and not just the proportion you receive. You must also include any associated gap fees.


If you require any assistance with calculating your gross annual billings or are unable to determine your billings please contact our Member Services team on **1800 011 255** or [peaceofmind@mdanational.com.au](mailto:peaceofmind@mdanational.com.au).

## Automatic Inclusions

**Telehealth**

The following table sets out the cover in respect of providing healthcare services via Telehealth. Telehealth is the delivery and facilitation of healthcare services via telecommunications and digital communication technologies. There are a number of telehealth standards to assist you in understanding when and how telehealth services should be provided. Please refer to Ahpra, the Medical Board’s Code of Conduct, Medicare and your College. The table below provides a summary of common scenarios but for the precise terms and conditions of cover, please refer to the current Policy wording. Nothing in this statement, the table or this booklet alters the terms and conditions of cover under the Policy.

<p><b>Members located in Australia providing telehealth services to patients in Australia.</b></p>	<p>Cover is available subject to the terms, conditions and restrictions within the Policy wording.</p>	<p>✓</p>
<p><b>Members travelling overseas (other than the USA) providing telehealth to Australian based patients.</b></p>	<p>Cover is automatically extended for the provision of telehealth services for up to 12 months from the time you practised in Australia provided there was a pre existing clinical relationship with the patient. <b>No cover is available for services provided after 12 months.</b></p>	<p>✓</p>
<p><b>Members located in Australia providing telehealth services to patients travelling overseas.</b></p>	<p>Cover is automatically extended for the provision of telehealth services up to 12 months from the time the patient left Australia, provided there was a pre existing clinical relationship with the patient. <b>No cover is available for services provided after 12 months.</b></p>	<p>✓</p>

<p>Members in the Radiology and Pathology Specialist categories overseas providing telehealth to or in respect of patients based in Australia.</p>	<p>Cover is subject to written underwriting approval. Please contact our Member Services team.</p>	
<p>Practitioners who are overseas (except in the USA) and are insured by their employer for civil liability claims in respect of telehealth services provided to Australian patients.</p>	<p>Cover is only available for those in the Employer Indemnified category with \$0 gross annual billings. <b>No cover is provided in respect of civil liabilities arising from this work.</b></p>	<p>✓</p> <p>Employer Indemnified category</p>
<p>Members providing healthcare services based on the transmission of medical images and/ or patient data. This includes through the completion of online questionnaires and/ or text based chat, provision of prescriptions or medical certificates or referrals to another practitioner without a previous face to face, video or phone medical consultation.</p>	<p>No cover is available except where:</p> <ul style="list-style-type: none"> <li>✓ you are in the pathologist or radiologist category of practice as shown on your Certificate of Insurance and are undertaking telehealth services;</li> <li>✓ the service is provided to a patient who is in a hospital or emergency department and you are practising in accordance with all the accreditation requirements of the hospital;</li> <li>✓ a face to face, video or phone consultation has been done by another medical practitioner and you have an agreement with the medical practitioner or the medical practice where that consultation took place and you have access to the patient's medical records; or</li> <li>✓ in response to a request from a medical practitioner or healthcare professional, you provide advice or an opinion in respect of a patient of that practitioner.</li> </ul>	<p>✓</p>
<p>Members who provide telehealth services while training for their initial fellowship.</p>	<p>Please refer to the table on Page 27 for details of what is covered under these categories.</p>	<p>Refer to page 27</p>

**Volunteer Practice**

All medical practitioners who hold a current Policy under any of the risk categories outlined in this guide are covered for voluntary healthcare services undertaken in Australia at school, community, charity or amateur sporting events as long as you have the appropriate training and experience to provide the service. This includes services where you provide treatment or advice without any expectation of payment or reward.

If you are undertaking any volunteer practice overseas, please refer to the Overseas Cover section.

**Overseas Cover**

In certain circumstances, your Policy will automatically extend to cover your work overseas:

<b>Members providing healthcare services outside Australia for charitable work, disaster relief and medical aid overseas.</b>	Cover is available for up to 6 months in the Policy period for all countries except the USA and its territories.	✓
<b>Members accompanying an Australian sporting team or cultural group anywhere in the world and providing healthcare services to members of that team or group.</b>	Cover is available for up to 6 months in the Policy period for all countries including the USA and its territories provided the healthcare is only provided to team or group members being resident in Australia.	✓
<b>Members acting as a Good Samaritan in a medical emergency at home or while travelling.</b>	Cover is available worldwide.	✓
<b>Student members undertaking a University elective or a clinical or scholarship placement overseas as part of their Medical degree.</b>	Cover is available except in the USA and its territories.	✓

If you are providing healthcare services outside of Australia where your Policy does not extend cover, you should obtain cover from a local insurer/ provider in the jurisdiction that you are practicing. While you are overseas, it is important to maintain your MDANI Policy to ensure you continue to be covered for your prior practice cover. In some cases, a lower premium may apply. Please contact Member Services to discuss your situation.

For the full details of the cover provided for Overseas work please refer to the Policy wording.



## Clarification of cover – Gender transition in minors

If you are in private practice and treating gender dysphoria in children and adolescents, cover is restricted for claims against you that arise from this practice. Specifically, there is no cover when the claim against you arises in any way out of:

- a) your assessment that a patient under the age of 18 years is suitable for gender transition; or
- b) you initiating the prescribing of cross sex hormones for any patient under the age of 18 years.

### *Important Notes*

Assessment of suitability for gender transition for patients under 18 years refers to the process of evaluating whether a child or adolescent who is experiencing gender dysphoria is appropriate to commence gender affirming hormone therapy, surgery or other medical interventions to transition them to their identified gender. It does not refer to social or legal transition.

The restrictions in cover **do not apply** to the following practices:

- prescribing of puberty blockers to children for the purposes of treating gender dysphoria
- for Paediatric Endocrinologists, provision of cross-sex hormone treatment to patients under 18 who have a diagnosis of a disorder of sex development / developmental variation of sex characteristics
- any other healthcare services to children or adolescents who have gender dysphoria
- the treatment of patients who are 18 years or over
- legal representation at an investigation or inquiry arising from the assessment of suitability for medical and surgical transition or initial prescribing of cross sex hormones for patients under 18
- support and advice you provide to patients considering social or legal gender transition.

## Extension of cover

All requests for extension of cover to the following are subject to our written approval. Please contact our Member Services team for any extension of cover. Please note that gross annual billings or income derived from such work will need to be declared and an additional premium may be required if an extension is granted.

### **Public Patient Cover**

Occasionally, you may find that you are not able to access State or employer indemnity for the treatment of public patients in public hospitals. Under such circumstances, you may apply for an extension of cover under your Policy by completing the **Treatment of Public Patients Form** available from the **Download Centre** of our website **mdanational.com.au** or by contacting our Member Services team.

Please refer to the public patient explanatory notes on page 29 if you are a Post Graduate Year 2-5 or Doctor in Specialist Training and are undertaking practice in a public hospital for which you are not indemnified by the hospital.

## SECTION B — RISK CATEGORIES

### Student, Post Graduate & Specialist Training

Student	— 24
Final Year Student/Intern	— 24
Post Graduate & Training	— 25

### Employer Indemnified & Non Clinical

Employer Indemnified	— 30
– no private billings	
– limited private billings	
Non Clinical	— 31

## PRIVATE PRACTISING

### General Practitioner

General Practice - Non Procedural	— 34
General Practice - Non Procedural	
– Australian Defence Force	— 37
General Practice - Limited Procedures	— 37
Skin Cancer Procedural	— 38
Rural Generalist	— 38
General Practice - Procedural	— 40
General Practice - Obstetrics	— 41

## SECTION B — RISK CATEGORIES

### Cosmetic Practice

Minor Cosmetics	— 42
Cosmetic Practice - non surgical	— 43

### Physician

Allergy	— 44
Cardiology - Minor Procedures	— 44
Cardiology - Procedural	— 44
Clinical Genetics	— 44
Endocrinology	— 44
Gastroenterology	— 44
General Medicine	— 44
Geriatric Medicine	— 44
Haematology	— 44
Immunology	— 44
Infectious Diseases	— 44
Neonatology	— 44
Nephrology	— 44
Neurology	— 44
Nuclear Medicine	— 44
Oncology	— 44
Paediatrics	— 44
Respiratory and Sleep Medicine	— 44
Rheumatology	— 44
Sexual Health Medicine	— 44

## Surgeon

Surgeon Consulting Only (No Procedures)	— 46
Cardiothoracic Surgery	— 46
Colorectal Surgery	— 46
Endocrine Surgery	— 46
General Surgery	— 46
General Surgery including Obesity Surgery	— 46
Gynaecology (No Obstetrics)	— 46
Hand Surgery	— 46
Neurosurgery	— 46
Otolaryngology - Head and Neck Surgery	— 46
Oral and Maxillofacial Surgery	— 46
Orthopaedic Surgery	
– General	— 46
– Hand and wrist	— 46
– Foot and ankle	— 46
– Hip	— 46
– Knee	— 46
– Shoulder	— 46
Orthopaedic Surgery including Spinal Surgery	— 46
Paediatric Surgery	— 46
Plastic and Reconstructive Surgery	— 46
Plastic and Reconstructive Surgery including Cosmetic Surgery	— 46
Urological Surgery	— 46
Vascular Surgery	— 46

## SECTION B — RISK CATEGORIES

### Other Private Practice Categories

Anaesthesia	— 51
Career Medical Officer (CMO)	— 51
Dermatology	— 51
Dermatology (Cosmetic Ablative Laser)	— 51
Emergency Medicine - Non Specialist	— 51
Emergency Medicine - Specialist (Limited General Anaesthesia)	— 52
Emergency Medicine - Specialist (including General Anaesthesia)	— 52
Gynaecologic Oncology	— 52
Intensive Care (Limited General Anaesthesia)	— 52
Intensive Care (including General Anaesthesia)	— 53
Medico-Legal Consulting	— 53
Obstetric Ultrasound	— 53
Obstetrics and Gynaecology	— 53
Occupational Medicine	— 53
Ophthalmology - Non Procedural	— 54
Ophthalmology - Procedural	— 54
Pain Medicine	— 55

Palliative Medicine	— 55
Pathology	— 55
Psychiatry	— 55
Public Health Medicine	— 55
Public Locum	— 56
Radiation Oncology	— 56
Radiology	— 56
Rehabilitation Medicine	— 56
Sports Medicine	— 56
Surgical Assisting	— 57
Travel Medicine	— 58

## Cessation of Practice

Non Practising	— 59
Maternity Leave	— 59
Run-Off Cover Scheme (ROCS)	— 60
Gratuitous Services	— 60

## ● STUDENT, POST GRADUATE & SPECIALIST TRAINING

MDA National offers a range of highly reduced premiums for Students, those in their first 5 years post-graduation and Doctors in Specialist Training programs. However, eligibility criteria apply for these categories and are subject to underwriting guidelines and approval.

### Student

The Student category is appropriate for medical students enrolled in an initial medical course with an accredited Australian medical school for the purpose of receiving an MBBS, MChD or an MD. The Student category is not applicable once the student completes the program of study or ceases to be enrolled as a medical student.

Medical electives undertaken in Australia as part of University or scholarship placements are covered under this category. For electives undertaken overseas please refer to the Overseas Cover section.

If you intend to undertake any clinical practice or observership outside of your University approved placement, please provide details in writing to **peaceofmind@mdanational.com.au** as an extension of cover for such practice is subject to written approval.

Details to include:

- dates you will be undertaking this role
- level of supervision and qualifications of the healthcare practitioner who will be supervising
- nature of the clinical placement/scope of intended practice
- whether the role will be undertaken in a public hospital where indemnity is provided by the hospital, or in private practice
- whether you will be remunerated for this role.

For students six months prior to graduation, the Final Year Student/Intern category becomes appropriate.

### Final Year Student/Intern

The Final Year Student/Intern category is appropriate for:

- medical students in their final six months prior to graduation
- interns and new graduates in the first 18 months after graduation who are working in a public hospital and have access to indemnity from their employer for their work.

This category does not provide cover for any private practice undertaken during an internship.



## Post Graduate and Training

### Post Graduate and Training

#### Post Graduate

The **Post Graduate (PGY)** categories may be selected by medical practitioners who are in their post graduate 2–5 years and:

- undertake the majority of their work in a hospital setting and are indemnified by the hospital for this work; or
- are enrolled in a fellowship training program recognised by the Australian Medical Council (AMC); or
- in relation to General Practice are working toward Fellowship of the RACGP or ACRRM through participation in the Remote Vocational Training Scheme or ACRRM Independent Pathway, are undertaking the majority of their practice within the training program

and have not been awarded any other fellowship which is recognised by the AMC.

For GP Registrars working in rural generalist practice, please refer to the Rural Generalist Registrar listing.

#### Doctors in Specialist Training

**Doctors in Specialist Training (DiST)** may be selected by medical practitioners who graduated more than five years ago and:

- are currently enrolled in a fellowship training program recognised by the AMC; or
- are undertaking practice in an unaccredited registrar position within a public hospital for which indemnity is provided by the hospital and the unaccredited position is within the specialty for which they seek to enrol in fellowship training. Eligibility for the DiST category based on this criteria is limited to a maximum period of three years; or
- are an International Medical Graduate, undertaking an employer-indemnified, mandatory period of training to have their overseas specialist qualifications recognised by the Medical Board/College. The medical practitioner must be employed as a registrar, under Ahpra registration requirements supervision level 1 or 2.

The DiST category may only be selected by medical practitioners undertaking the majority of their practice within the training program/position and who have not been awarded any other fellowship which is recognised by the AMC.

## General Practice Training

### Doctors in Specialist Training - General Practice

The **Doctors in Specialist Training (DiST)** category may be selected by medical practitioners who graduated more than five years ago, are not working in a rural generalist practice setting and:

- are working toward Fellowship of the RACGP or ACRRM through participation in the
  - *Australian General Practice Training (AGPT) program*
  - *Remote Vocational Training Scheme (RVTS)*
  - *ACRRM Independent Pathway or*
  - *RACGP – Fellowship Support Program (FSP)*

and the majority of their practice is within the training program; or

- if an International Medical Graduate, hold an RACGP recognised specialist qualification in General Practice and are undertaking the RACGP-Practice Experience Program (PEP) Specialist stream in order to apply for Fellowship of the RACGP.

Your eligibility for this category ceases if any of the following are met:

- completion of the FSP education component; or
- 5 years of commencing the training program; or
- you obtain your fellowship; or
- you cease to be enrolled in the training program.

Please contact our Member Services team to discuss an appropriate amendment if you no longer meet the eligibility criteria.

For GP Registrars working in rural generalist practice, please refer to the Rural Generalist Registrar listing.

### Rural Generalist Registrar







The Rural Generalist Registrar specialty should be selected under the **Post Graduate (PGY)** or **Doctors in Specialist Training (DiST)** categories by medical practitioners who are undertaking training towards fellowship of the RACGP, Rural Generalist Training Scheme (RGTS) or fellowship of the ACRRM and are undertaking procedures which are outside the scope of non-procedural general practice.

Where you are required to undertake any of the procedures listed under the Rural Generalist category and are not employer-indemnified for the procedure, you must be under the direct supervision (including via telephone) of a medical practitioner qualified and appropriately indemnified for that procedure.

The table below outlines the criteria, inclusions, limitations and exclusions associated with the Post Graduate, Doctors in Specialist Training categories.

Nature of practice for training categories	Covered
Unlimited activities and billings within a fellowship training position or program.	✓
Unlimited activities and billings (such as, surgical assisting and clinical research) outside of a fellowship training position or training program subject to: <ul style="list-style-type: none"> <li>• the majority of overall medical practice being undertaken within the training program; and</li> <li>• all such work being consistent with your qualifications and experience.</li> <li>• in relation to surgical assisting:               <ul style="list-style-type: none"> <li>• the primary or supervising surgeon must hold FRACS or equivalent; and</li> <li>• you must be directly supervised by a doctor qualified and indemnified to perform such procedures.</li> </ul> </li> </ul>	✓
Any private Obstetric practice as part of your training program (for which you are not employer indemnified) subject to being directly supervised by a doctor qualified and indemnified to perform such procedures.	✓
Cosmetic procedures only where the procedures form a part of your training program and you are supervised by a suitably qualified and indemnified doctor. Only the procedures listed under the Minor Cosmetics category are covered. Adequate training must have been undertaken specific to the cosmetic procedures being performed or prescribed.	✓
Telehealth within your training program only where you are an Advanced trainee (at least 2 years of specialty training) or you are a GP Registrar, Psychiatry Registrar or Radiology Registrar at any stage of training.	✓
Any telehealth outside of your training program.	✗
Any cosmetic practice outside of your training program or undertaken via telehealth.	✗
Prescribing medicinal cannabis in a private capacity where you do not have access to indemnity.	✗

SECTION B — RISK CATEGORIES

Nature of practice for training categories	Covered
Training another healthcare provider or medical practitioner in cosmetic procedures only where the procedures form a part of your training program and you are supervised by a suitably qualified doctor for performing such training.	
Remaining in any of the training categories after being awarded a fellowship recognised by the AMC unless we have confirmed approval in writing.	
Remaining in the DiST category in an unaccredited registrar position within a public hospital for more than three years.	
Undertaking a role in which the responsibilities are not commensurate with the PGY or Training categories. Examples: <ul style="list-style-type: none"> <li>• Director of a private practice</li> <li>• a role in which you have overall responsibility for clinical decisions.</li> </ul>	
Remaining in the Post Graduate and DiST categories after commencing practice as a Specialist.	
Treatment of public patients in public hospitals where there is no access to State Indemnity subject to: <ul style="list-style-type: none"> <li>• the total period of practice being up to 60 days in the Policy period</li> <li>• you are supervised for the practice by an appropriately qualified doctor;</li> <li>• you are not undertaking any Obstetric practice; and</li> <li>• we have approved cover in writing.</li> </ul>	

If you do not meet the criteria for the Post Graduate or DiST categories, please contact Member Services to confirm whether we can provide cover under another category for your practice.

If you have been awarded your Fellowship but have not started acting in the capacity of a specialist please contact our Member Services team to discuss the appropriate level of cover.

When you commence practice in the capacity of a Specialist it will no longer be appropriate to hold indemnity under the Post Graduate or DiST category. Please contact Member Services to provide the following information:

- commencement date of specialist practice
- whether the practice will be solely in an Employer Indemnified setting
- an estimate of your gross annual billings from any private practice for which you need indemnity from us.

#### **Treatment of Public Patients in Post Graduate and Training categories**

If you are a Post Graduate or DiST providing healthcare services to public patients in public hospitals, please confirm with the hospital(s) whether you have access to State Indemnity for this work. Where you do not have access to State Indemnity you can apply for an extension of cover under your Policy by completing the **Treatment of Public Patients form** also available from the **Download Centre** of our website **mdanational.com.au** or calling our Member Services team. All applications for cover are subject to written approval.

If you provide healthcare services to public patients in a public hospital where you do not have access to State Indemnity you can remain in the Post Graduate or DiST categories provided:

- the practice is for a total period of up to 60 days in any one Policy period
- you are supervised for the practice by an appropriately qualified and indemnified medical practitioner; and
- you are not undertaking any Obstetric practice

If you do not meet these criteria, our Public Locum category may be more appropriate. Please refer to page 56 for further details on this category.

## ● EMPLOYER INDEMNIFIED & NON CLINICAL

### Employer Indemnified - no private billings

Suitable for doctors who are not eligible for the Post Graduate and Training categories and:

- have graduated more than five years ago; and
- work as employer indemnified doctors entirely within the public hospital system; or
- only undertake work which is indemnified by their employer and do not generate any private billings.

### Employer Indemnified - limited private billings

Suitable for employer indemnified doctors who generate up to \$25,000 billings per annum from private work for which they are not indemnified by their employer. If your gross annual billings for the Policy period exceeds this limit, you must select the appropriate private practice category.

Please note that if your specialty is GP Obstetrics, Obstetrics, Neurosurgery, Obesity Surgery or any Orthopaedic Surgery this category is not appropriate and you must select the appropriate private practice category.

**The following table outlines what is covered under each of the Employer Indemnified categories**

Cover	Employer Indemnified - no private billings	Employer indemnified – up to \$25,000 private billings
Professional registration board investigations.	✓	✓
Inquiries or proceedings by a professional body, medical tribunal, Coroner's Court or health or medical benefits fund into your provision of healthcare services.	✓	✓
Certain employment disputes.	✓	✓
General medico-legal advice.	✓	✓
Civil liability claims from private practice.	✗	✓*

\*Subject to private billings not exceeding \$25,000

## Non Clinical

Suitable for medical practitioners whose work or responsibilities are not concerned directly or indirectly with the diagnosis, treatment or management of individual patients, for example research, administration, medico-legal reporting (no clinical contact) or academia.

This category remains suitable for Members working as Medical Administrators or working in academia where any indirect treatment provided to patients is found to be within the bounds of the Members' administrative or academic roles.

This category is not suitable if you are undertaking any clinical consultations, procedures or treatments.

## ● GENERAL PRACTITIONER

The list of procedures outlined in the General Practice categories is intended to be a guide rather than an exhaustive list and may vary from year to year.

If you are undertaking any practice that would not be considered standard for a General Practitioner please contact us to ensure that cover is available for such practice. The type of practice we require additional information on is outlined under Field of Practice on page 9.

If you are unsure whether any aspect of your practice would be considered outside the norm for a General Practitioner please contact our Member Services team to clarify as you may not be covered for it.



The following table provides a summary of procedures included and excluded under the various General Practice, Skin Cancer and Cosmetic categories. Please refer to the detail under each category for further information.

Category	What is included	What is excluded
<b>General Practice – Non Procedural</b>	Please refer to list on pages 34 to 36.	Procedures covered under the specialties listed below
<b>General Practice- Non Procedural- Australian Defence Force (ADF)</b>	Those listed under General Practice – Non Procedural as long as all work undertaken is for the ADF.	Procedures covered under the specialties listed below
<b>Minor Cosmetics</b>	Those listed under Minor Cosmetics and the specialties listed above.	Procedures covered under the specialties listed below
<b>General Practice – Limited Procedures</b>	Those listed under General Practice - Limited Procedures and the specialties listed above.	Procedures covered under the specialties listed below
<b>Skin Cancer Procedural</b>	Those listed under Skin Cancer Procedural and the specialties listed above.	Procedures covered under the specialties listed below
<b>Rural Generalist</b>	Those listed under Rural Generalist and the specialties listed above.	Procedures covered under the specialties listed below
<b>General Practice - Procedural</b>	Those listed under General Practice Procedural and the specialties listed above.	Procedures covered under the specialties listed below
<b>Cosmetic Practice – non surgical</b>	Those listed under Cosmetic Practice – non surgical and the specialties listed above.	Procedures covered under the General Practice – Obstetrics
<b>General Practice- Obstetrics</b>	Those listed under General Practice – Obstetrics and the specialties listed above.	Any practice that would not be considered standard for a GP Obstetrician

## General Practice - Non Procedural

Suitable for General Practitioners whose practice includes the following:

- Acupuncture, including laser acupuncture
- Allergy testing – desensitisation
- Anaesthesia – local, digital and Bier’s block
- Blood transfusions
- Breast biopsies
  - Fine needle aspiration biopsy
  - Core needle biopsies, only within a breast clinic (outside a breast clinic GP Procedural)
- Cardioversion
- Cervical Screening Tests
- Clear light treatment (blue light) for acne
- Closed reduction of simple fractures and dislocations including necessary non continuous intravenous medications (excluding sedation)
- Curettage and diathermy
- Draining hydroceles by needle aspiration
- Draining simple breast cysts by needle aspiration
- Emergency medicine (excluding general anaesthesia – GP Procedural)
- Exercise stress testing (including dobutamine stress testing) with appropriate resuscitation and backup facilities
- Haemorrhoids – incision of peri-anal haematomas, excision of thrombosed haemorrhoids and rubberband ligation of haemorrhoids
- Hormonal implants
- Hyperbaric medicine
- Hypnotherapy
- Indwelling Catheter (IDC) and Suprapubic taps
- Implanon – insertion and removal
- Impotence treatments – non-surgical impotence and sexual dysfunction treatments subject to face-to-face consultations
- Injections – aspiration and/or injections into peripheral joints and soft tissue injections (excludes injections into spine/epidurals – GP Procedural)

- Ingrown toenails – treatment of ingrown toenails
- Intra Uterine Contraceptive Devices- IUCD's (including Mirena) – insertion and removal
- Incision and drainage
- Interosseous access
- Intravenous therapy – insertion of IV lines, management of IV therapy and venepuncture (excluding IV sedation – GP Procedural).

Note: Intravenous infusions that are not TGA approved must be undertaken within an approved clinical trial.

- Lumbar punctures – for diagnostic purposes only
- Joint aspirations
- Local anaesthetic blocks
- Lumbar punctures – for diagnostic purposes only
- Medico-legal consulting (refer to definition on page 53 under the Medico-Legal consulting category)
- Mesotherapy (excluding cosmetic applications – see Cosmetic Practice – non-surgical)
- Nasogastric tubes
- Nose bleeds – treated by silver nitrate cauterisation, cryotherapy and electrocautery
- Palliative care
- Photodynamic therapy
- Post-mortem examinations
- Postoperative gastric laparoscopic band adjustments
- Pre-employment examinations
- Punch biopsies
- Reduction of dislocated joints (without IV Sedation)
- Removal of sebaceous cysts or lipoma
- Removal of superficial foreign bodies with or without local anaesthesia
- Removal of superficial skin lesions by cryotherapy, or excision and direct closure
- Sclerotherapy and microsclerotherapy (excluding applications to the face – see Cosmetic Practice – non surgical)

## SECTION B — RISK CATEGORIES

- Shared care: defined as the joint management of a pregnancy between a General practitioner with a specialist Obstetrician, GP Obstetrician or maternity hospital where:
  - an intent for a shared care arrangement is made within the first trimester; and
  - evidence exists of referral to a specialist Obstetrician, GP Obstetrician or Public Hospital antenatal clinic and of continuing shared care arrangements; and
  - there is no involvement, or intention by the General Practitioner to be involved, with intrapartum care or conduct of the birth itself
- Sigmoidoscopy without biopsy or other procedure (with biopsy or other procedure - see GP - Procedural)
- Small, single stage local skin flaps for the removal of lesions and defect repairs (excluding on the ears, eyebrows, eyelids, digits, lips, nose or genitalia), subject to appropriate training and experience e.g. completion of a training course in skin flap surgery from a professional college or university (for large and/or complex flaps, and skin grafts, see the Skin Cancer Procedural category)
- Spinal manipulation - excluding the neck (including the neck - see GP - Procedural)
- Surgical assisting (refer to further information on page 57)
- Transcutaneous Electrical Nerve Stimulation treatment
- Termination of pregnancy – Medical – provided practice is in line with RANZCOG guidelines (excluding surgical terminations – GP - Procedural)
- X-rays – simple x-rays, including the administration of contrast if indicated and/or after discussion with a Radiologist.

### **Excludes:**

Specific procedures listed as exclusions in the list above.

Any practice not considered to be standard for a non procedural General Practitioner.

If you are undertaking any Minor Cosmetic procedures, please refer to the Minor Cosmetics category.

If you perform any skin cancer procedures not mentioned above, please refer to the Skin Cancer Procedural category.

## General Practice - Non Procedural — Australian Defence Force

Suitable for medical practitioners who are contracted to solely provide healthcare services to the Australian Defence Force (ADF) and undertake only minor procedures. Includes cover for all procedures outlined under the General Practice - Non Procedural category.

If you undertake a combination of practice for the ADF along with private General Practice, please contact our Member Services team to discuss the appropriate category and proportion of your practice that is attributed to your ADF work.

## General Practice - Limited Procedures

Suitable for General Practitioners who perform any of the following procedures:

- Central lines
- Chelation therapy
- Endometrial biopsy via pipelle aspiration
- Excisional biopsy of lymph gland
- Frenectomy
- Ophthalmology — curetting or excision of meibomian cysts or chalazion and syringing of tear duct
- Ozone therapy
- Peripherally Inserted Central Catheter (PICC) lines
- Platelet Rich Plasma (PRP) for hair rejuvenation
- Vascath insertion
- Vasectomy

and any procedures listed under the General Practice — Non Procedural Rural Generalist (if the procedures is being undertaken in a metropolitan setting) and Minor Cosmetics categories.

### **Excludes:**

Any procedures listed under Skin Cancer Procedural, GP Procedural, GP Obstetrics and Cosmetic Practice - Non Surgical.

## Skin Cancer Procedural

Suitable for General Practitioners who undertake procedural skin cancer services plus any procedures listed under the General Practice- Non Procedural, Minor Cosmetics and GP-Limited Procedures categories. The type of skin cancer procedures include:

- Large skin flaps and/or complex flaps i.e Involves more than just skin (excludes flaps for male pattern baldness – see Cosmetic Practice- non surgical)
- Skin grafts – free grafting (split skin) and full thickness grafts
- The following simple nerve blocks:
  - peripheral trigeminal nerve blocks: supraorbital, infraorbital, submental, supratrochlear, infratrochlear, dorsal nasal, zygomaticofacial, zygomatotemporal
- Other peripheral nerve blocks: periauricular, greater occipital, lesser occipital.

All other nerve blocks will require written approval.

### **Excludes:**

- Regional and general Anaesthetic
- Regional nerve blocks
- Surgery for skin cancers that have spread to lymph nodes
- Any GP Procedural, Cosmetic - Non Surgical practice or GP Obstetrics work. Please select the appropriate category if you are undertaking practice in any of these areas.

## Rural Generalist

Suitable for General Practitioners who hold FRACGP or FACRRM and work as a Rural Generalist undertaking procedural practice subject to appropriate training and accreditation to undertake this practice. This may include practice at public hospitals where you are not indemnified by the hospital or State indemnity scheme for this practice.

The procedures include:

- Abdominal drains
- Ascitic taps – diagnostic and therapeutic
- Central lines
- Chest drains
- Chest taps

- Closed reductions under sedation
- Emergency medicine
- Foreign body removal
- Indwelling Catheter (IDC) and Suprapubic taps
- Incision and drainage
- Interosseous access
- IV cannulas (excluding IV sedation)
- Joint aspirations
- Local anaesthetic blocks
- Lumbar punctures (diagnostic only)
- Nasal bleeding treatment
- Nasogastric tubes
- Peripherally Inserted Central Catheter (PICC) lines
- Reduction of dislocated joints
- Regional and deep nerve blocks (e.g. femoral nerve block)
- Superficial and deep suturing
- Ultrasound scans (if trained)
- Urinary catheters
- Vascath insertion
- X-rays (if licensed)

and any procedures listed under the General Practice – Non Procedural, Minor Cosmetics, General Practice – Limited Procedures and Skin Cancer Procedural categories.

If you are indemnified by hospital or State indemnity for the majority of your practice and generate less than \$25,000 gross annual billings from private practice, please refer to the Employer Indemnified category on page 30.

**Excludes:**

If you undertake Anaesthetics or Surgery, this category is not appropriate and the General Practice – Procedural category should be selected.

If you undertake any Obstetrics as a GP, please refer to the GP Obstetrics category.

## General Practice - Procedural

Suitable for General Practitioners who perform any of the below procedures. If your practice focuses solely on one aspect of procedural general practice, for example you solely undertake Anaesthesia, please contact our Member Services team to discuss the most appropriate category of indemnity.

- Anaesthesia – regional, epidural and general (see Skin Cancer Procedural for a listing of nerve blocks covered)
- Bronchoscopy
- Circumcision (male only)
- Closed reductions under sedation
- Colonoscopy
- Colposcopy
- Core needle biopsies outside a breast clinic (inside a breast clinic – GP-Non Procedural)
- Dilation and Curettage
- Dilation of the salivary gland duct
- Endoscopy – including upper gastrointestinal endoscopy
- Endovenous laser treatment (EVLT)
- Gynscan for cytological/histological investigation of the endometrium
- Hysterosalpingography
- Injections – epidural/spine
- Intravenous sedation (non-continuous and continuous) – including Diazepam/Midazolam
- Lacerated hand – repaired by advancement flap
- Regional and deep nerve blocks
- Sigmoidoscopy with biopsy or other procedure (without biopsy or other procedure – GP Non Procedural)
- Spinal manipulation including necks
- Surgery (which you are appropriately trained and accredited to undertake and subject to our written approval)
- Termination of pregnancy – Surgical



This category covers any procedures listed under the General Practice – Non Procedural, Minor Cosmetics, General Practice - Limited Procedures and Skin Cancer Procedural categories.

**Excludes:**

Any Obstetric practice and procedures listed under Cosmetic – Non surgical category.

## General Practice – Obstetrics

Suitable for General Practitioners who hold DRANZCOG or equivalent and perform deliveries and/or Caesarean sections in addition to any procedures listed under any other General Practice category.

## ● COSMETIC PRACTICE

### Minor Cosmetics

Suitable for medical practitioners whose practice involves performing minor cosmetic procedures including:

- Derma rolling/skin needling
- Facial thread lifting - non permanent threads including PDO/Mono threads (permanent threads - Cosmetic Practice - non surgical)
- Injectables – botulinum toxin type A (Botox, dysport) and non-permanent dermal fillers with TGA approval
- Laser and light therapy (including tattoo removal) using non-ablative lasers and Hybrid lasers - devices which provide a combination of ablative and non ablative laser within the one setting. (excluding ablative lasers - see Cosmetic Practice - non surgical)
- Microdermabrasion
- Peels – fruit acid facial peels and superficial depth chemical peels
- Platelet Rich Plasma (PRP) therapy for skin rejuvenation (excludes applications to genitalia)
- Radio frequency and ultrasound device for fat reduction and skin tightening (excluding genitalia).

This category also covers any procedures listed under the General Practice – Non Procedural category.

**Excludes:**

- Platelet Rich Plasma (PRP) applications to genitalia
- Application of dermal filler to genitalia
- Laser treatments to genitalia for the purpose of rejuvenation/menopause.

Any procedures listed under Skin Cancer Procedural, GP Procedural, GP Obstetrics and Cosmetic Practice - Non Surgical.

## Cosmetic Practice – non surgical

Suitable for medical practitioners who do not hold a FRACS or equivalent and undertake non surgical cosmetic procedures where the primary purpose of that procedure is the alteration of the external appearance of a patient for non pathological reasons. This includes the following procedures:

- Chemical face peels – medium or deep
- Dermabrasion
- Dermal fillers – permanent
- Facial thread lifting – permanent threads (non-permanent threads – Minor Cosmetics)
- Flaps for male pattern baldness
- Hair transplant without flap surgery (Follicular Unit Excision (FUE) only)
- Laser resurfacing using ablative lasers such as CO2, Erbium, YAG
- Mesotherapy – cosmetic applications (non-cosmetic mesotherapy – GP – Non Procedural)
- Sclerotherapy and microsclerotherapy of facial lesions.
- TGA approved fat dissolving injectables for TGA approved use only.

If you hold a FRACS or equivalent and undertake surgical cosmetics, please select the Plastics and Reconstructive Surgery including Cosmetic Surgery category.

If you hold FACD or equivalent and perform ablative laser, please select the Dermatology (Cosmetic Ablative Laser) category.

### Excludes:

- Follicular Unit Transplantation (FUT)
- Platelet Rich Plasma (PRP) applications to genitalia
- Application of dermal filler to genitalia
- Laser treatments to genitalia for the purpose of rejuvenation/menopause
- Any surgical cosmetic procedures except flaps for male pattern baldness.

## ● PHYSICIAN

Suitable for medical practitioners who hold a FRACP or equivalent and who practise as a Physician in any of the following fields:

- Allergy
- Cardiology – Minor Procedures – please refer to the explanatory notes below
- Cardiology – Procedural
- Clinical Genetics
- Endocrinology
- Gastroenterology
- General Medicine
- Geriatric Medicine
- Haematology
- Immunology
- Infectious Diseases
- Neonatology
- Nephrology
- Neurology
- Nuclear Medicine
- Oncology
- Paediatrics
- Respiratory and Sleep Medicine
- Rheumatology
- Sexual Health Medicine.

If you are undertaking any practice that would not be considered standard for a Physician please contact us to ensure that cover is available for such practice.

### **Explanatory notes**

## Cardiology – Minor Procedures

Suitable for Cardiologists **who do not perform** stent insertions, angiograms, angioplasties, electrophysiology studies, and cardiac catheterisation, pacemaker and ICD insertions. These procedures are covered under the Cardiology – Procedural category.

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## ● SURGEON

### Surgeon Consulting Only (No Procedures)

Suitable for medical practitioners who hold a FRACS or equivalent and who continue with consultations but do not undertake any procedures.

### Surgery

Suitable for medical practitioners who hold a FRACS or equivalent and who practise as a Surgeon in any of the following fields:

- Cardiothoracic Surgery
- Colorectal Surgery
- Endocrine Surgery
- General Surgery
- General Surgery including Obesity Surgery
- Gynaecology (No Obstetrics)
- Hand Surgery
- Neurosurgery
- Otolaryngology – Head and Neck Surgery\*
- Oral and Maxillofacial Surgery
- Orthopaedic Surgery - please refer to the explanatory table on pages 48 and 49
  - General
  - Hand and wrist
  - Foot and ankle
  - Hip
  - Knee
  - Shoulder
- Orthopaedic Surgery including Spinal Surgery
- Paediatric Surgery
- Plastic and Reconstructive Surgery\*
- Plastic and Reconstructive Surgery including Cosmetic Surgery\*
- Urological Surgery
- Vascular Surgery.

\*Please refer to the explanatory notes on page 50.

Where your field of practice is one of the above procedural Surgery categories and you also undertake Medico-Legal Consulting (as outlined on page 53) which makes up over 25% of your gross annual billings, please contact our Member Services team to discuss the proportional split between Surgical practice and Medico-Legal Consulting as there may be a reduction in premium.

### **Explanatory notes**

## **General Surgery including Obesity Surgery**

Suitable for medical practitioners who hold a FRACS or equivalent and undertake general surgery including any Obesity Surgery. If no Obesity Surgery is undertaken then the General Surgery category is appropriate. Obesity surgery includes procedures such as Gastric band insertion and removal, sleeve gastrectomy, gastric bypass (Roux-en Y bypass).

## **Gynaecology (No Obstetrics)**

Suitable for medical practitioners who hold a FRANZCOG or equivalent and practise as a Gynaecologist. Includes cover for IVF procedures and antenatal care. Obstetric work is not covered under this category.

## Orthopaedic Surgery

The following categories are suitable for medical practitioners who practise as an Orthopaedic Surgeon and hold a FRACS (Orth), FAOrthA or equivalent recognised qualification.

Category	What is included	What is excluded
<b>Orthopaedic Surgery – General</b>	All orthopaedic surgeons should select this category if their practice does not meet the criteria of other Orthopaedic categories. This category includes: <ul style="list-style-type: none"> <li>• surgery for traumatic conditions</li> <li>• elective surgeries, tumour surgeries and paediatric orthopaedic surgeries.</li> </ul>	Any spinal surgery
<b>Orthopaedic Surgery – Hand and wrist</b>	Surgery only involving the hand and wrist including: <ul style="list-style-type: none"> <li>• surgery for traumatic conditions and post-traumatic reconstruction of the hand and wrist</li> <li>• elective surgeries</li> <li>• tumour surgery, and paediatric orthopaedic surgery</li> <li>• surgery for neural conditions involving the upper limb (such as nerve repairs, nerve transfers, and surgery for nerve entrapment syndromes, as well as brachial plexus surgery).</li> </ul>	Any other surgery outside the hand and wrist
<b>Orthopaedic Surgery – Foot and ankle</b>	Surgery only involving the foot and ankle including: <ul style="list-style-type: none"> <li>• any associated surgery distal to the knee</li> <li>• surgery for traumatic conditions including post-traumatic reconstruction of the foot and ankle</li> <li>• elective surgeries, tumour surgeries and paediatric surgery of the foot and ankle.</li> </ul>	Any other surgery outside the foot and ankle



Category	What is included	What is excluded
<b>Orthopaedic Surgery – Hip</b>	<p>Surgery only involving the hip, pelvis and proximal femur including:</p> <ul style="list-style-type: none"> <li>• surgery for traumatic conditions</li> <li>• elective surgeries, tumour surgeries and paediatric surgery of the hip.</li> </ul>	Any other surgery outside the hip
<b>Orthopaedic Surgery – Knee</b>	<p>Surgery only involving the knee including:</p> <ul style="list-style-type: none"> <li>• distal femur and tibia</li> <li>• surgery for traumatic conditions</li> <li>• elective surgeries, tumour surgery, and paediatric orthopaedic surgery of the knee.</li> </ul>	Any other surgery outside the knee
<b>Orthopaedic Surgery – Shoulder</b>	<p>Surgery only involving the shoulder girdle including:</p> <ul style="list-style-type: none"> <li>• surgeries involving the scapula, clavicle, AC and sterno clavicular joints, as well as proximal humerus</li> <li>• surgery for traumatic conditions</li> <li>• elective surgeries, tumour surgery, and paediatric orthopaedic surgery of the shoulder.</li> </ul>	Any other surgery outside the shoulder
<b>Orthopaedic Surgery including Spinal</b>	<p>Suitable if undertaking any spinal surgery including:</p> <ul style="list-style-type: none"> <li>• surgery for traumatic conditions</li> <li>• elective surgeries, tumour surgery and paediatric orthopaedic surgery of the spine</li> <li>• procedures included in any of the other Orthopaedic categories.</li> </ul>	

## Otolaryngology – Head and Neck Surgery

Includes cover for all procedures commonly performed by Otolaryngologists, including rhinoplasty and otoplasty. If any other cosmetic surgery is performed, Plastic and Reconstructive Surgery including Cosmetic Surgery is the appropriate category.

## Plastic and Reconstructive Surgery

Suitable for medical practitioners who hold a FRACS and who practise as a Plastic and Reconstructive Surgeon but who do not undertake any cosmetic surgery.

## Plastic and Reconstructive Surgery including Cosmetic Surgery

Suitable for medical practitioners who hold a FRACS or equivalent and who practise as a Plastic and Reconstructive Surgeon including Cosmetic Surgery. If you do not hold a FRACS or equivalent, please contact our Member Services team to discuss the appropriate level of cover.

## ● OTHER SPECIALITIES

### Anaesthesia

Suitable for medical practitioners who hold a FANZCA or equivalent and who practise as an Anaesthetist.

### Career Medical Officer (CMO)

Suitable for medical practitioners who do not have post graduate qualifications, are not in a recognised training program and who undertake ward duties.

### Dermatology

Suitable for medical practitioners who hold a FACD or equivalent and who practise as a Dermatologist. Includes cover for all procedures commonly performed by Dermatologists, with the exception of the use of ablative lasers for cosmetic treatments (Dermatology (Cosmetic Ablative Laser)).

### Dermatology (Cosmetic Ablative Laser)

Suitable for medical practitioners who hold a FACD or equivalent and who practise as a Dermatologist. Includes cover for the use of ablative laser for cosmetic procedures.

### Emergency Medicine – Non Specialist

Suitable for medical practitioners who do not hold a FACEM or equivalent, but for whom Emergency Medicine is their field of practice. Includes cover for all procedures commonly performed in the Emergency Department but excludes the administration of general anaesthesia.

## Emergency Medicine – Specialist (Limited General Anaesthesia)

Suitable for medical practitioners who hold a FACEM or equivalent and who practise as an Emergency Medicine Specialist. Includes cover for all procedures commonly performed in the Emergency Department but excludes the administration of general anaesthesia outside or beyond the scope of the Emergency Department. Where general anaesthesia is being administered outside or beyond the scope of the Emergency Department, the Emergency Medicine – Specialist (Including General Anaesthesia) category is appropriate.

## Emergency Medicine – Specialist (Including General Anaesthesia)

Suitable for medical practitioners who hold a FACEM or equivalent and who practise as an Emergency Medicine Specialist. Includes cover for all procedures commonly performed in the Emergency Department. Also suitable for the administration of general anaesthesia outside or beyond the scope of the Emergency Department.

## Gynaecologic Oncology

Suitable for medical practitioners who hold a Certificate in Gynaecologic Oncology or equivalent and who practise as a Gynaecologic Oncologist.

## Intensive Care (Limited General Anaesthesia)

Suitable for medical practitioners who hold a FJFICM, FRACP, FANZCA or equivalent and who practise as an Intensive Care Physician. Includes cover for all procedures commonly performed by Intensive Care Physicians but excludes the administration of general anaesthesia outside of the Intensive Care Unit. Where general anaesthesia is being administered outside of or beyond the scope of the Intensive Care Unit, the Intensive Care (Including General Anaesthesia) category is appropriate.

## Intensive Care (Including General Anaesthesia)

Suitable for medical practitioners who hold a FJFICM, FRACP, FANZCA or equivalent and who practise as an Intensive Care Physician. Includes cover for all procedures commonly performed by Intensive Care Physicians, including the administration of general anaesthesia outside or beyond the scope of the Intensive Care Unit.

## Medico-Legal Consulting

Suitable for medical practitioners whose practice consists solely of medico-legal consulting. Medico-legal consulting includes the provision of an opinion and/or a report and may involve the examination of the individual patient/subject of the report. However, this category is not intended to cover claims arising from the management or treatment of a patient. Where practice consists of medico-legal reporting only (i.e. no clinical contact with patients), the Non Clinical category may be appropriate (refer to the description on page 31).

## Obstetric Ultrasound

Suitable for medical practitioners who hold a FRANZCR, FRANZCOG or equivalent and who practise as a specialist in Obstetric Ultrasound.

## Obstetrics and Gynaecology

Suitable for medical practitioners who hold a FRANZCOG or equivalent and who practise as an Obstetrician.

## Occupational Medicine

Suitable for medical practitioners who hold a FAFOEM or equivalent and who practise in the area of Occupational Medicine.

## Ophthalmology – Non Procedural

Suitable for medical practitioners who hold a FRANZCO or equivalent and who practise as a non procedural Ophthalmologist. Non procedural Ophthalmology includes cover for the measurement, testing, diagnosis and management of patients, as well as the following:

- Cautery/removal of cysts of the eyelid
- Cautery/removal of cysts of the eyelid
- Electrolysis of lash follicles
- Incision and curettage of tarsal cysts
- Laser capsulotomy
- Laser coagulation of corneal or scleral blood vessels
- Laser iridotomy
- Laser trabeculoplasty including division of suture by laser following trabeculoplasty
- Photocoagulation of the retina, not being a service associated with photodynamic therapy with Verteporfin
- Probing and syringing of tear ducts
- Punctum snip
- Removal of corneal or scleral foreign bodies
- Removal of corneal sutures.

## Ophthalmology – Procedural

Suitable for medical practitioners who hold a FRANZCO or equivalent and who practise as an Ophthalmologist. Includes cover for all procedures performed by Ophthalmologists including LASIK procedures, removal of pterygiums and blepharoplasty.

If any cosmetic surgery is performed beyond the eye area, please contact our Member Services team to discuss the appropriate category.

## Pain Medicine

Suitable for medical practitioners who hold FFPMANZCA or equivalent and who practise in the area of Pain Medicine.

## Palliative Medicine

Suitable for medical practitioners who hold a FACHPM or equivalent and who practise in the area of Palliative Medicine.

## Pathology

Suitable for medical practitioners who hold a FRCPA or equivalent and who practise as a Pathologist or Clinical Forensic practitioner

## Psychiatry

Suitable for medical practitioners who hold a FRANZCP or equivalent and who practise as a Psychiatrist.

## Public Health Medicine

Suitable for medical practitioners who hold a FAFPHM or equivalent and who practise in the area of Community/Public Health Medicine.

## Public Locum

Suitable for medical practitioners in their Post Graduate Years 2 - 5 or Doctors in Specialist Training (DiST) who:

- are treating public patients in public hospitals for which they cannot access State indemnity; and
- will be undertaking such work for a period greater than 60 days in a Policy period; or
- will not receive supervision from an appropriately qualified medical practitioner for such work at all times.

Cover is subject to our written approval.

If you expect to undertake any Obstetric practice in such circumstances please contact our Member Services team to discuss whether cover can be extended for this practice.

Please note that where the Public Locum category is required for any period of practice, the category will be applied to the full Policy period.

## Radiation Oncology

Suitable for medical practitioners who hold a FRANZCR or equivalent and who practise as a Radiation Oncologist.

## Radiology

Suitable for medical practitioners who hold a FRANZCR or equivalent and who practise as a Radiologist or Interventional Radiologist.

## Rehabilitation Medicine

Suitable for medical practitioners who hold a FAFRM or equivalent and who practise in the area of Rehabilitation Medicine.

## Sports Medicine

Suitable for medical practitioners who hold a FACSEP or equivalent and who practise in the area of Sports Medicine.



## Surgical Assisting

Suitable for medical practitioners whose private practice consists solely of surgical assisting and who do not act as a primary or supervising Surgeon.

The Surgical Assisting category is appropriate where the primary role of the surgical assistant is to facilitate the safe and efficient performance of an operation by the primary Surgeon. It is expected that the surgical assistant will only work under the direct supervision of an appropriately qualified primary Surgeon and will not undertake any procedures separate from, or in addition to, the main purpose of the operation.

It is accepted that it may be necessary, on occasion, for an assistant to temporarily continue with the operation or maintain a stable operative field if the primary Surgeon were to take a short break, particularly during long operations. If, as a surgical assistant, you perform any duties that are not included in the list below please contact us to ensure this risk category is appropriate for you.

This category includes the following procedures:

- Anastomosis of bowel, blood vessels or other hollow tubes
- Application of drapes
- Application of dressings and/or plasters
- Clamping and dividing of blood vessels
- Closure of wounds
- Creation of artificial openings or stomas
- Display and/or dissection of anatomical structures
- Insertion of catheters
- Insertion of drainage tubes
- Irrigation of wounds
- Ligation of blood vessels
- Manipulation and subsequent stabilisation of bones or soft tissue
- Positioning of the patient
- Resection of bowel and/or the removal of organs or other tissues
- Suturing
- Taking and performance of skin grafts
- Tying of knots and cutting of ligatures.

## SECTION B — RISK CATEGORIES

The Surgical Assisting category is not appropriate if you are acting in the capacity of a medical educator or training surgical registrars in clinical procedures. The appropriate Surgeon category that is commensurate with your experience and qualifications will need to be selected.

### Travel Medicine

Suitable for medical practitioners who have appropriate training and/or qualifications and who practise in the area of Travel Medicine.

## ● CESSATION OF PRACTICE

### Temporary Cessation of Practice

#### Non Practising

For medical practitioners who will be temporarily ceasing practice in Australia for a period of three months or more and who are not eligible for the Federal Government's Run-Off Cover Scheme (ROCS). The reason for ceasing practice could be due to a sabbatical, overseas practice (unless we have extended cover under their Policy to indemnify this work), illness or other reason. This will maintain continuous cover for matters that relate to healthcare services provided prior to the leave of absence.

Please be aware that the Non Practising category does not indemnify you for any healthcare services you provide on or after the date your change of category takes effect. Gratuitous services can be provided under this category only if you hold appropriate registration in Australia.

If you return to practice after a period of not having active registration, you will be required to provide additional information prior to receiving confirmation of ongoing cover upon resumption of practice.

#### Maternity Leave

Medical practitioners who are temporarily ceasing all medical practice due to taking maternity leave may be eligible for continued indemnity under the ROCS until their return to practice. Further information regarding eligibility for the ROCS is available from the downloads section of our website [mdanational.com.au](https://mdanational.com.au).

To discuss the scheme, or your eligibility, please contact our Member Services team.

## Permanent Cessation of Practice

### Run-Off Cover Scheme (ROCS)

For medical practitioners who are permanently ceasing practice in Australia the ROCS may be appropriate. Further information regarding eligibility for the ROCS is available from the downloads section of our website [mdanational.com.au](http://mdanational.com.au).

To discuss the scheme, or your eligibility, please call our Member Services team.

### Gratuitous Services only

For medical practitioners who provide healthcare services for which no income is received and there is no expectation of reward or compensation including Good Samaritan acts, repeat prescriptions and repeat referral writing.

This category is appropriate for medical practitioners who:

- have ceased practice and are eligible for the Federal Government's ROCS but wish to continue providing Gratuitous Services;
- or
- are required to maintain professional indemnity insurance for registration purposes but do not provide remunerated healthcare services.

All medical practitioners who hold a current Policy under any of the risk categories outlined in this guide are also indemnified for Gratuitous Services.

#### **What is not covered:**

This category is **not** suitable for medical practitioners to:

- initiate any form of treatment, or to provide any initial prescription or initial referral, other than in the context of a Good Samaritan Act
- provide treatment to or prescribe to family, friends, or individuals with whom they have a close personal relationship
- receive payment or compensation for the provision of healthcare services.

If you do not hold appropriate registration that allows you to provide gratuitous services you will not be covered for any services provided, with the exception of Good Samaritan Acts.

This information is intended as a guide only. In case of any specific questions regarding the Risk Categorisation please contact our Member Services Team on **1800 011 255** or on **[peaceofmind@mdanational.com.au](mailto:peaceofmind@mdanational.com.au)**.

**SECTION 2 —**  
PRODUCT DISCLOSURE  
STATEMENT

## Important Information about your Policy

This Product Disclosure Statement (PDS) is designed to help you make an informed decision about acquiring the Professional Indemnity Insurance Policy underwritten by MDA National Insurance Pty Ltd (MDA National Insurance) ABN 56 058 271 417, AFS Licence Number 238073.

You can contact us by:

**Email:** [peaceofmind@mdanational.com.au](mailto:peaceofmind@mdanational.com.au)

**Phone:** 1800 211 255

**In writing:** PO Box 445 WEST PERTH WA 6872

It is important that you carefully read all the information in this PDS, as well as the terms and conditions, exclusions and defined terms of the standard policy wording in Section 3. If a Policy is issued to you, you should also read the Certificate of Insurance and any endorsements issued in conjunction with the Policy wording.

Any financial product advice in this document is of a general nature only and has been prepared without taking into account your objectives, financial situation or needs.

Information in this PDS may need to be updated from time to time. You can obtain a copy of any updated information by contacting us. If there is a material change to anything that generally affects the Policy, we may provide all policyholders with a new or supplementary PDS.

Updates will also be available on our website [mdanational.com.au](http://mdanational.com.au).

This PDS is issued on 10 May 2024 and applies to Policies commencing on or after 1 July 2024.

## Applying for and renewing your Professional Indemnity Insurance

### Policy application and renewal process

You must fully and accurately fill out a proposal to apply for this insurance. In the case of renewal, you must ensure that your declaration is accurate.

With respect to your application for insurance, any renewal and any variation, you must ensure that you fully answer our questions, that your answers are accurate and that you provide all documents and information that we request. Before we make an offer of cover we will conduct a risk assessment. That assessment may include, at a time convenient to you, a visit from and an interview with our risk advisors.

The extent of cover we may offer you and the cost of the Policy will depend on the answers, information and documents you provide to us as well as other information we obtain.

Failure to provide full and accurate answers, information and documents may allow us to cancel your Policy or reduce the amount we will pay if you make a claim under the Policy, or both. If your failure is fraudulent, we may refuse to pay a claim under the Policy and treat the contract as if it never existed.

You can apply for a Policy at our website [mdanational.com.au](http://mdanational.com.au).

## Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, which may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract. You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### **If you do not tell us something**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim under the Policy, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim under the Policy and treat the contract as if it never existed.

## What makes up the insurance contract?

The insurance contract is made up of:

- the Certificate of Insurance issued to you;
- the Policy Wording included in this Professional Indemnity Policy booklet;
- any Supplementary Policy Wording that is current during the period of insurance; and
- any endorsement issued to you.

You must read all of these documents carefully. They should be kept in a secure place.

## What we cover

The Professional Indemnity Insurance Policy is a contract of insurance. The Policy is available to both medical practitioners and medical students, although some covers apply only to medical practitioners. The following is a very brief summary of your cover. It is only a summary and does not form part of the contract of insurance. It does not refer to exclusions that limit your cover or conditions that you must comply with.



All of the features, terms and conditions of this insurance are set out in the Policy Wording (Section 3 of this booklet).

The total amount we will pay for the aggregate of all claims, legal costs and other matters paid under your Policy during the period of insurance will not exceed the \$20,000,000 Maximum Limit of Indemnity (which is inclusive of any deductible) set out in the Certificate of Insurance; and provided that the Maximum Limit of Indemnity is not exceeded, the sub-limits, set out in the Certificate of Insurance, apply during the period of insurance.

**The following table is a brief summary of covers and limits.**

Please refer to clause 24 on pages 104 and 105 of the Policy Wording for details.

## PROFESSIONAL NEGLIGENCE AND CIVIL LIABILITY

We will...	Medical Practitioner	Medical Student	Aggregate Limit of Cover for all Claims
Defend you in civil legal proceedings brought by patients	✓	✓	\$20 million
Defend you in civil proceedings alleging breach of privacy	✓	✓	
Defend you in civil proceedings arising from telehealth	✓	✓	
Defend you in civil proceedings when you have been acting as a good Samaritan	✓	✓	
Defend you in some civil proceedings whilst practicing overseas for limited time	✓	✓	
Defend you in civil proceedings arising from clinical trials	✓	✗	
Defend you against allegations of defamation	✓	✗	
Defend your practice in civil proceedings	✓	✗	
Pay the legal costs of defending you in professional negligence and some civil liability matters	✓	✓	
Pay civil damages you are ordered to pay in professional negligence and civil liability matters	✓	✓	
Pay costs you are ordered to pay	✓	✓	

## LEGAL REPRESENTATION AND COSTS FOR INVESTIGATIONS, INQUIRIES AND OTHER MATTERS

We will...	Medical Practitioner	Medical Student	Aggregate Sub-limits*
Represent you and pay legal costs when you are the subject of an investigation or inquiry (including but not limited to Ahpra investigations, coronial inquiries and, unless you are a Medical student, Medicare audits)	✓	✓	\$2 million
Represent you and pay legal costs when self referring regarding a health impairment	✓	✓	
Represent you and pay legal costs in defending allegations of some sexual misconduct and criminal matters	✓	✓	
Represent you and pay legal costs in certain employment, credentialing disputes	✓	✗	\$100,000 but for claims by you for unpaid remuneration we will not pay more than the amount reasonably sought by you
Represent you and pay legal costs in certain training disputes	✓	✗	\$100,000
Represent you and pay legal costs when you are defamed	✓	✗	\$100,000 (inclusive of the deductible of \$20,000)
Represent you and pay legal costs in obtaining Apprehended Violence Orders on your behalf	✓	✗	\$100,000

\*Provided that the Maximum Limit of Indemnity (which is inclusive of any deductible) is not exceeded

## PRIVACY ACT – FINES, PENALTIES AND COSTS

We will...	Medical Practitioner	Medical Student	Aggregate Sub-limits*
Defend you against imposed fines and penalties for breach of <i>Privacy Act</i>	✓	✓	\$250,000
Pay fines and penalties imposed on you for breach of <i>Privacy Act</i>	✓	✓	
Pay notification costs for breach of <i>Privacy Act</i>	✓	✓	

## FURTHER BENEFITS

We will...	Medical Practitioner	Medical Student	Aggregate Sub-limits*
Compensate you when you contract certain communicable diseases	✓	✓	\$100,000 for Medical Practitioner \$50,000 for Medical Student
Pay you for loss of income in some circumstances	✓	✗	\$20,000 (with a maximum of \$2,000 per day for up to 10 days)
Cover you for loss of documents	✓	✗	\$100,000

\*Provided that the Maximum Limit of Indemnity (which is inclusive of any deductible) is not exceeded

## Examples of coverage responses

### An example – Civil claim following poor clinical outcome

You receive a Statement of Claim in which a patient is suing you.

Your patient alleges that you failed to identify and/or treat a fracture of their acetabulum, and that your delay in the diagnosis and treatment has resulted in a significantly worse prognosis than it would have otherwise been.

After notifying us we nominate an experienced legal firm to act on your behalf and defend you.



### An example - Ahpra investigation following complaint

You receive a letter from Ahpra stating that a complaint has been made about your physical examination of a patient.

Your patient alleges that your examination of a skin lesion on their breast made them feel uncomfortable and that they did not consent to the breast examination you performed. The Medical Board of Australia has decided to investigate the complaint. As part of the investigation, Ahpra requests a written response from you, your patient's medical records and a statement from the patient.

We assist you throughout this investigation by reviewing and providing input and advice regarding your written responses to Ahpra and, where appropriate, appointing a legal firm to assist you with your submissions.



## Single claim

Where an act or omission, one or more related acts or omissions or any course of related treatment gives rise to more than one claim against you (whether by one or more claimants) all such claims against you will constitute a single claim against you and the cover (including the limits of indemnity) is limited to cover applicable at the time the first claim was made against you.

Where an act or omission, one or more related acts or omissions, any course of related treatment or any acts or omissions which are substantially in common with each other gives rise to more than one investigation or inquiry, all such investigations and inquiries will constitute a single matter for which you claim under the Policy and the cover (including the limits of indemnity) is limited to cover applicable at the time the first investigation or inquiry arose.

See clause 25 of the Policy Wording for details of the single claims provision and its effect.

## Claims made policies and retroactive dates

In this section we explain what is meant by a claims made policy, the significance of what is called a “retroactive date” and why these are important to you.

### A claims made policy

The Policy is a claims made contract of insurance. This means that it covers civil liability claims (and associated legal costs) made against you and notified to us during the period of insurance and the legal costs of investigations and inquiries that you first become aware of and notify to us during the period of insurance. Similarly, the cover for legal costs for other matters only applies to matters that you first become aware of and tell us about during the period of insurance.

The communicable disease cover applies only if your first diagnosis of having acquired a communicable disease occurs during the period of insurance. The Policy does not cover any communicable disease (clause 22) which you knew or ought reasonably to have known you had before we first started providing cover to you for communicable disease under your insurance with us.

The Policy does not cover matters of which you were aware (or reasonably should have been aware) prior to the commencement of the period of insurance, whether you told us about them on your proposal or not.

Such matters may be:

- claims that have already been made or threatened against you; or
- investigations or inquiries whether commenced or not; or
- a prior diagnosis of your having any communicable disease; or
- circumstances of which you are aware (or reasonably should have been aware) that could give rise to a claim against you, an investigation or inquiry, or a claim by you for cover under the Policy.

If you notify us of a matter after your Policy has expired or is cancelled, you may not be covered for that matter. If you want to remain insured it is important that you continue to renew your insurance with us or obtain alternative insurance. Matters notified prior to the expiry or cancellation of your Policy and accepted by us as a valid claim under the Policy will, subject to the terms of the Policy, continue to be covered, even after expiry or cancellation of your Policy.

### **Notice under section 40(3) of the *Insurance Contracts Act 1984* (Cth)**

Where you give notice in writing to us of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts, but before the expiry of the period of insurance, you may have rights under section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be covered in respect of any claim subsequently made against you arising from those facts even though the claim is made against you after the expiry of the period of insurance. These rights arise under the legislation only and are not terms of this contract of insurance.

### **Retroactive cover**

Retroactive cover provides cover for your prior practice in respect of matters that you first become aware of during the period of insurance. The retroactive date of your Policy determines how much of your prior practice is covered under your Policy.

Your Certificate of Insurance will (with limited exceptions) include a retroactive date. The Policy will not cover you for incidents that occurred prior to this date. Due to the nature of healthcare services, it is not unusual for claims against you, investigations or inquiries to arise months or years after the incident giving rise to them occurred. As your Policy is a claims made policy, such matters may be covered, but only if the incident giving rise to them occurred on or after the retroactive date shown on your

Certificate of Insurance. In some instances, we may issue a Policy with unlimited retroactive cover, in which case the Policy can respond to properly notified matters irrespective of the date of the incident.

When MDA National Insurance offers insurance to a medical practitioner it is obliged to make an offer of insurance which covers the medical practitioner for any claims against you arising from prior incidents that are not otherwise covered by any insurance.

Therefore, it is very important that if we issue a Policy with a retroactive date you ensure that your retroactive date provides you with adequate retroactive cover for all areas of your past practice.

Everyone's circumstances are unique, but as a guide, the following may assist you in making a decision on your retroactive cover needs. Please contact our Member Services team on **1800 011 255** if you require further clarification.

You may require retroactive cover from the first date on which:

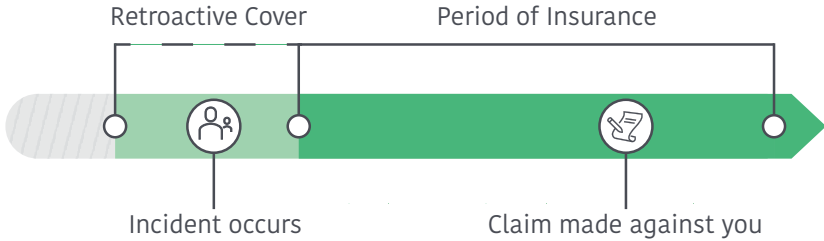
- you practised privately in Australia and did not have medical indemnity cover from any source including a Medical Defence organisation; or
- you practised in the public hospital system or a corporate setting and did not have indemnity from your employer or under a Government indemnity scheme; or
- you held a claims made medical indemnity insurance policy; or
- your last claims incurred medical indemnity cover expired; or
- if you are a recent graduate, you commenced your internship; or
- if you are a student, you commenced your medical degree.

Once your retroactive date has been agreed by us, in most cases you will retain this retroactive date for each subsequent renewal. However, if you do require additional retroactive cover, you can apply for this at any time.

You may find the 3 diagrams below will help your understanding.

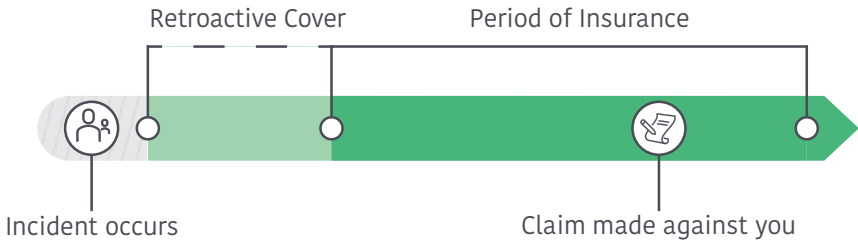
### Claim covered

Incident occurred and claim made within Period of Insurance and Retroactive Cover period.



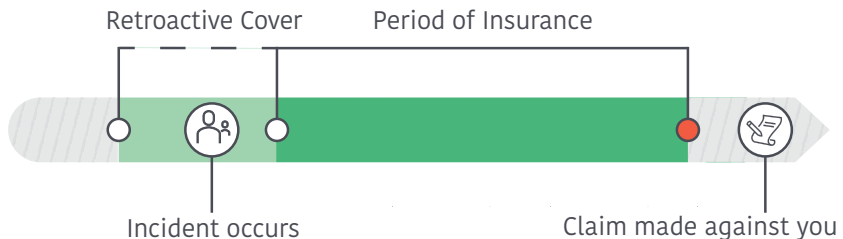
### Claim not covered

Incident did not occur in either Period of Insurance or Retroactive Cover period.



### Claim not covered

Claim made against you after period of insurance for incident not previously notified to us



● You decided not to renew your insurance



## Exclusions - what we do not cover

The Policy will not provide insurance cover in certain circumstances. Clauses 26 to 29 of the Policy Wording set out what the Policy does not cover. Please ensure that you read the Policy exclusions carefully in order to understand what is not covered.

## Policy conditions – what you must do

Clauses 30 to 42 of the Policy outline the conditions you agree to comply with upon accepting the insurance offer. If you do not comply with the conditions, we may be able to refuse to pay part or all of any claim you make under the Policy, not provide you with assistance (or withdraw assistance) and/or cancel your Policy.

### Examples of Policy conditions

#### Premium

You must pay the premium on or by the date it is due (clause 31).

#### Policy deductible

A deductible of \$20,000 applies to the pursuit of defamation allegations (clause 13).

Most claims under the Policies issued by us will not have a deductible additional to that for pursuit of defamation. If an additional deductible is to apply, it will be detailed in your Certificate of Insurance. Although it is a condition of cover under this Policy that you must pay, as directed by us, the applicable deductible for each and every relevant matter for which you seek cover under the Policy (clause 32), in most circumstances you will only be directed to pay the deductible after we have confirmed you will be covered for the claim under your Policy and as legal costs are incurred.

#### Notification of claims

You must notify us in writing as soon as practicable after you become aware of any claim against you, investigation or inquiry. (clause 33).

#### Risk management

You must meet and co-operate with us for the purposes of discussing your risk management practices if we request such a meeting (clause 36 (c)).

#### Gross Annual Billings

We have the right to conduct an audit of your gross annual billings and your practice (clause 42). Within 30 days of our request, you must provide independent evidence (such as an accountant's report) of your gross annual billings. Assistance in how to calculate your gross annual billings is contained under Section 1 of this booklet.

If you fail to respond, or the evidence provided differs from the gross annual billings declared to us, we may exercise rights against you including cancellation of the Policy, charging further premium and an amount that reasonably compensates us for the costs of calculating, charging and recovering the premium (clause 42).

## General terms – What we can do

There are some general terms that apply to all the insuring clauses. These are set out in clauses 43 to 49 of the Policy.

### Examples of what we can do

#### Legal costs

When a claim against you, investigation, inquiry or other matter includes both allegations that are covered under the Policy and allegations that are not covered under the Policy, we may pay only the legal costs that we regard as attributable to the allegations for which we provide cover under the terms of the Policy (clause 43).

#### Control of proceedings

We have the right to conduct and control any proceedings that we agree to cover under the Policy. This includes making decisions regarding the outcome, negotiation, or settlement of any matter that we agree to indemnify you for. However, we will not admit liability for or settle any claim against you, or investigation, inquiry or other matter involving you without your prior consent. If you unreasonably refuse to consent to our settling a claim against you or by you against another, or otherwise resolving an investigation, inquiry or other matter, your entitlement to cover will be affected (clause 44).

#### Subrogation

We have the right to take over all of your rights of recovery in respect of a claim under the Policy and to pursue actions against third parties in your name even if a claim under the Policy has not actually been paid (clause 46).

If you surrender any right or settle any claim against you, or by you against another for contribution, indemnity or recovery without prior written consent, then we may be entitled to refuse to pay part or all of any claim you make under the Policy, not to provide you with assistance (or withdraw assistance) and/or cancel your Policy (clauses 30 and 39(c) and (d)).

## Further Information About Your Policy

### How much will the Policy cost?

In order for you to receive a Policy, you must be a Member of MDA National Limited (with limited exceptions). If you are a medical practitioner, you must pay your MDA National Membership subscription. The amount of this subscription is specified separately in the quotation or renewal documentation. If you are a medical student, your Membership and the Policy are provided free of charge.

The total insurance premium is made up of the basic premium, the ROCS Support Payment and Government taxes and charges. The basic premium will vary depending on the risk covered. We use a system of rating factors to calculate this component including:

- your specialty or field of practice;
- your gross annual billings;
- your retroactive date and the nature of practice undertaken in that period; and
- the State(s) in which you practice.

**Important Reminder:** Without limiting any of your obligations, it is important that your field of practice accurately describes the actual field in which you practice and that you accurately inform us of your gross annual Billings. If the field of practice does not accurately describe the actual field in which you practice or if you do not accurately inform us of your Gross Annual Billings, we may have remedies including allowing us to cancel your Policy or reduce our liability if you make a claim under the Policy, or both. If your failure is fraudulent, we may refuse to pay a claim under the Policy and treat the contract as if it never existed. You must keep us informed of any changes to the actual field in which you practice and any changes in your Gross Annual Billings.

**Other factors that could affect the total cost of your Policy are:**

- a Premium Support Scheme subsidy;
- the payment option selected by you;
- if there is significant or repeated misrepresentation of your gross annual billings or field in which you practice;
- your claims history;
- any specific factors that affect your risk;
- any special discounts.

**Premium Support Scheme (PSS)**

The PSS has been established by the Australian Government to assist eligible medical practitioners to meet the costs of their medical indemnity insurance. We administer the PSS in relation to our Insureds on behalf of the Government.

You must apply for the PSS subsidy separately for each year that you wish to be assessed for eligibility. The PSS has specific conditions that practitioners must comply with to be eligible for the subsidy. It is important for you to understand and adhere to these conditions to benefit from the scheme. The terms and conditions of the PSS are outlined in the PSS information booklet available from the **Download Centre** of our website [mdanational.com.au](http://mdanational.com.au) or you can contact our Member Services Team on **1800 011 255**.

### **Paying your insurance premium**

You can choose to pay your premium annually, or seek to pay quarterly or monthly, by a range of payment options. If you choose to pay by quarterly or monthly instalments an administration charge is added so your total premium will be more than if you paid the premium in one transaction.

If we do not accept your request to pay by instalments, we can provide you with the contact details of an alternate provider through whom you can arrange instalment payments. This may attract an additional fee payable directly to that provider.

For the total range of available payment options please contact our Member Services team on **1800 011 255**.

Unless we advise otherwise, any payment reminder we send you does not change the due date for payment of your premium under the terms of your Policy.

### **Cessation of practice**

If you are planning to temporarily cease practice for three consecutive months or more you may be eligible for a premium reduction depending on the reason for temporarily ceasing practice. While on your break, it is advisable not to let your Policy lapse without first having some other cover in place. In the event a claim is made against you, or you become aware of an investigation or inquiry or other matter while you are on your break, you may not be covered if you do not maintain your insurance.

When you cease private practice permanently, run off cover is designed to protect you from claims that may arise even after you have permanently ceased practice. Claims can be made years after healthcare services are provided, and run-off indemnity provides coverage for such claims if they arise after you cease practice.


Under the Federal Government's Run Off Cover Scheme (ROCS) we are obliged to offer run-off cover to medical practitioners who (regardless of age) have permanently ceased private remunerated practice in Australia and who satisfy certain eligibility criteria.

More information on the ROCS is available from the Department of Health and Aged Care website and in the ROCS information booklet available on the **Download Centre** of our website.

## Automatic inclusions

### Telehealth

The following table sets out the cover in respect of providing healthcare services via Telehealth. Telehealth is the delivery and facilitation of healthcare services via telecommunications and digital communication technologies. There are a number of telehealth standards to assist you in understanding when and how telehealth services should be provided. Please refer to Ahpra, the Medical Board's Code of Conduct, Medicare and your College. The table below provides a summary of common scenarios but for the precise terms and conditions of cover, please refer to clause 7 of the Policy Wording.

Members located in Australia providing telehealth services to patients in Australia.	Cover is available subject to the terms, conditions and restrictions within the Policy wording.	✓
Members travelling overseas (other than the USA) providing telehealth to Australian based patients.	Cover is automatically extended for the provision of telehealth services for up to 12 months from the time you practised in Australia provided there was a pre existing clinical relationship with the patient. <b>No cover is available for services provided after 12 months.</b>	✓
Members located in Australia providing telehealth services to patients travelling overseas.	Cover is automatically extended for the provision of telehealth services up to 12 months from the time the patient left Australia, provided there was a pre existing clinical relationship with the patient. <b>No cover is available for services provided after 12 months.</b>	✓
Members in the Radiology and Pathology Specialist categories overseas providing telehealth to or in respect of patients based in Australia.	Cover is subject to written underwriting approval. Please contact our Member Services team.	
Practitioners who are overseas (except in the USA) and are insured by their employer for civil liability claims in respect of telehealth services provided to Australian patients.	Cover is only available for those in the Employer Indemnified category with \$0 gross annual billings. <b>No cover is provided in respect of civil liabilities arising from this work.</b>	✓ Employer Indemnified category

Members providing healthcare services based on the transmission of medical images and/ or patient data. This includes through the completion of online questionnaires and/or text based chat, provision of prescriptions or medical certificates or referrals to another practitioner without a previous face to face, video or phone medical consultation.

No cover is available except where:

- ✓ you are in the pathologist or radiologist category of practice as shown on your Certificate of Insurance and are undertaking telehealth services; or
- ✓ the service is provided to a patient who is in a hospital or emergency department and you are practising in accordance with all the accreditation requirements of the hospital; or
- ✓ a face to face, video or phone consultation has been done by another medical practitioner and you have an agreement with the medical practitioner or the medical practice where that consultation took place and you have access to the patient's medical records; or
- ✓ in response to a request from a medical practitioner or healthcare professional, you provide advice or an opinion in respect of a patient of that practitioner.



Members who provide telehealth services while training for their initial fellowship.

Please refer to the table on Page 27 for details of what is covered under these categories.

**Refer to page 27 of the RCG**

**Volunteer Practice**

All medical practitioners who hold a current Policy are covered for voluntary healthcare services undertaken in Australia at school, community, charity or amateur sporting events. This includes services where you provide treatment or advice without any expectation of payment or reward, as long as you have the appropriate training and experience to provide the service.

If you are undertaking any volunteer practice overseas, please refer to the Overseas Cover section below.

## Overseas Cover

In certain circumstances, your Policy will automatically extend to cover your work overseas:

Members providing healthcare services outside Australia for charitable work, disaster relief and medical aid overseas.	Cover is available for up to 6 months in the Policy period for all countries except the USA and its territories.	✓
Members accompanying an Australian sporting team or cultural group anywhere in the world and providing healthcare services to members of that team or group.	Cover is available for up to 6 months in the Policy period for all countries including the USA and its territories provided the healthcare is only provided to team or group members being resident in Australia.	✓
Members acting as a Good Samaritan in a medical emergency at home or while travelling.	Cover is available worldwide.	✓
Student members undertaking a University elective or a clinical or scholarship placement overseas as part of their Medical degree.	Cover is available except in the USA and its territories.	✓

If you are providing healthcare services outside of Australia where your Policy does not extend cover, you should obtain cover from a local insurer/ provider in the jurisdiction that you are practicing. While you are overseas, it is important to maintain your MDANI Policy to ensure you continue to be covered for your prior practice cover. In some cases, a lower premium may apply. Please contact Member Services to discuss your situation.

## Extension of cover

All requests for extension of cover are subject to our written approval. Please contact our Member Services team for any extension of cover. Please note that gross annual billings derived from such work will need to be declared and an additional premium may be required if an extension is granted.

## Public Patient Cover

Occasionally, medical practitioners will find that they are not able to access State or employer indemnity for the treatment of public patients in public hospitals. Under such circumstances, you may apply for an extension of cover under your Policy by completing a **Treatment of Public Patients form** available from the **Download Centre** of our website **mdanational.com.au** or by contacting our Member Services team. In submitting the form, you must also provide us with written confirmation regarding your indemnity status. An additional premium may apply if this cover is issued.

## Clarification of cover

### Gender transition in minors

If you are in private practice and treating gender dysphoria in children and adolescents, cover is restricted for claims against you that arise from this practice. Specifically, there is no cover when the claim against you arises in any way out of:

- a) your assessment that a patient under the age of 18 years is suitable for gender transition; or
- b) you initiating the prescribing of cross sex hormones for any patient under the age of 18 years.

### *Important Notes*

Assessment of suitability for gender transition for patients under 18 years refers to the process of evaluating whether a child or adolescent who is experiencing gender dysphoria is appropriate to commence gender affirming hormone therapy, surgery or other medical interventions to transition them to their identified gender. It does not refer to social or legal transition.

The restrictions in cover do not apply to the following practice:

- prescribing of puberty blockers to children for the purposes of treating gender dysphoria;
- for Paediatric Endocrinologists, provision of cross-sex hormone treatment to patients under 18 who have a diagnosis of a disorder of sex development / developmental variation of sex characteristics;
- any other healthcare services to children or adolescents who have gender dysphoria;
- the treatment of patients who are 18 years or over;
- legal representation at an investigation or inquiry arising from the assessment of suitability for medical and surgical transition or initial prescribing of cross sex hormones for patients under 18;
- support and advice you provide to patients considering social or legal gender transition.



## Cooling off period

If you cancel your Policy within 21 days of it being issued, we will refund the whole of the premium (including any Government taxes and charges) that you have paid (clause 47).

However, your cooling off right does not apply if you make a claim under your Policy prior to your request to cancel it.

## Cancellation

You may cancel your Policy (clause 47) at any time by:

- contacting Member Services on 1800 011 255
- emailing [peaceofmind@mdanational.com.au](mailto:peaceofmind@mdanational.com.au), or
- writing to us at PO Box 445 WEST PERTH WA 6872.

If you cancel after the 21-day cooling off period and you have paid the total annual premium and Membership subscription, we will refund the premium and Membership subscription for the unexpired period of insurance on a pro-rata basis, less a cancellation fee equal to 45 days' premium and Membership subscription.

If you are paying by instalments, you will be required to pay us the cancellation fee equal to 45 days' premium and Membership subscription, less any refund that may be due to you.

We will not make any refund where:

- the total annual premium payable is \$20 or less;
- you have made a claim or notified a potential claim under the Policy.

For the avoidance of doubt, cancellation, including refunds of your Membership subscription, will be treated similarly.

We may cancel the Policy (clause 48) by giving you 3 business days' written notice if:

- you fail to disclose or misrepresent to us any information that you know or could reasonably be expected to know was relevant to our decision to insure you and on what terms;
- you fail to comply with your duty of utmost good faith to us;
- you fail to comply with any provision of the Policy, including the provision to pay the premium, or a deductible;
- you are paying your premium by instalments and at least one instalment remains unpaid for over one month;
- you fail to comply with any provision of the Policy which requires you to notify us; or
- you make a fraudulent claim under the Policy.

## Refunds

A premium refund may be due to you if your Policy is cancelled or amended during the year. Subject to the cancellation clause (clause 47), if a refund is due to you, we will either issue it directly to your nominated bank account or issue a refund cheque to your last known address.

### Example of premium impact of cancellation<sup>#</sup>

Where premium had been paid in full	
Total premium	\$875.01
Amount paid	-\$875.01
Unused pro-rata premium (2 March to 30 June)	-\$290.07
Cancellation fee*	+\$85.73
<b>Refund to Member</b>	<b>=\$204.34</b>

Where premium was being paid by quarterly Direct Debit	
Total premium	\$895.51
Amount paid to date (three of four instalments paid)	-\$671.63
<b>Amount owing</b>	<b>=\$223.88</b>
Unused pro-rata premium	-\$296.87
Cancellation fee*	+\$87.73
<b>Amount payable by Member</b>	<b>=\$14.74</b>

\*Cancellation fee is 45 days' equivalent of premium, excluding tax.

<sup>#</sup>Examples of premium impact assuming cancellation as at 1 March, in Period of Insurance (1 July to 30 June).

## How to make a claim under the Policy

Early reporting of a matter in respect of which you may be entitled to cover under the Policy is critical and is a condition of the Policy. The sooner we know about the matter, the quicker we are able to help.

You must notify us of such matters by providing full details in writing as soon as practicable, and in any event during the period of insurance. You can do this via our **online incident notification form** also available on our website **mdanational.com.au**, by email at **advice@mdanational.com.au**, by fax to **1300 011 235** or by mail to any of our offices. The following circumstances are examples:

- a claim has been made or intimated against you or against your practice entity in connection with your provision of healthcare services;
- you become involved in any investigation or inquiry;
- before you incur legal costs for which you may be entitled to cover under the Policy (for example in relation to certain employment disputes);
- you lose documents or data relating to your provision of healthcare services; or
- you are diagnosed as having acquired HIV, Hepatitis B, Hepatitis C, extremely drug-resistant tuberculosis (XDRTB), multi-drug-resistant tuberculosis (MDRTB) or New Delhi Metalloenzyme enterococci.

If you do not use the online notification form, your written notice to us should include:

- your full name, Member number and preferred contact details;
- the specific nature of the matter for which you seek cover;
- the name and address of any other practitioners involved;
- the date, time and place of the event;
- if applicable, the name, address and date of birth of the patient involved; and
- a detailed account of the healthcare service you performed.

If you do not notify us during the period of insurance, your entitlement to cover under the Policy may be affected. If you are not sure whether to notify, or you require assistance, please contact our Medico Legal Advisory team on **1800 011 255** or email **advice@mdanational.com.au**.

### Incidents or circumstances that may give rise to a claim under the Policy

If at any time after the Policy has been issued and during any period of insurance you become aware of any circumstances which could potentially give rise to a claim under the Policy, whether you make a claim or not, you should let us know as soon as possible. Do not, for example, wait until a claim is made against you to notify us.

## What to do when something goes wrong

Speak to us first. Patients are always entitled to a full, accurate, sympathetic and prompt account of the facts, but you must not admit liability or do anything that may compromise our ability to defend a claim against you.

Refrain from entering into any correspondence with the patient, hospital or supervisor without first contacting us.

## What to do if you want to make a complaint about us

Please refer to pages 124 and 125 in the Financial Service Guide.

## Financial Claims Scheme

This Policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS), which is administered by the Australian Prudential Regulation Authority (APRA). The FCS is intended to protect certain policyholders in the extremely unlikely event of an insurer becoming insolvent. A person entitled to claim under a protected policy may be entitled to payment under the FCS although access to the scheme is subject to eligibility criteria. Information about the FCS can be obtained from FCS at [fcs.gov.au](http://fcs.gov.au) or by calling the FCS info line on **1300 558 849**.

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**SECTION 3 —**  
**POLICY WORDING**

## Professional Indemnity Insurance Policy

This Professional Indemnity Insurance Policy is issued by MDA National Insurance Pty Ltd ABN 56 058 271 417, AFS Licence No. 238073.

When issuing **your** Policy **we** have relied on the information **you** have given us in **your proposal**. **You** must tell **us** without delay if any of this information is incorrect or if it changes.

Please read this Policy wording and the **Certificate of Insurance** carefully and keep them in a safe place. When reading this Policy wording, please note the use of the following specially defined words.

### Words with Special Meanings

**Certificate of Insurance** means the Certificate of Insurance to **your** Policy.

**Claim against you** means:

- a) a demand for, or an assertion of a right to, compensation, damages or injunctive relief made against **you**; or
- b) an intimation of an intention to seek compensation, damages, or injunctive relief against **you**.

**Communicable disease** means HIV, Hepatitis B or Hepatitis C viruses, extremely drug-resistant tuberculosis (XDRTB), multi-drug-resistant tuberculosis (MDRTB) and New Delhi Metalloenzyme enterococci.

**Criminal conduct** means conduct that is or could be in breach of a criminal law, regardless of whether or not a criminal charge has been brought in relation to that conduct.

**Deductible** means the amount set out in the **Certificate of Insurance** that must be paid to **us** or at **our** direction before **we** will cover **you**.

**Documents** means any written, printed, or reproduced material, or any electronic document or data used in connection with practice providing **healthcare services**, but does not include any currency, negotiable instrument, cheque, stamp, bond or coupon, or any document evidencing title to or constituting a form of security.

**Eligible data breach** means a data breach involving unauthorised access to, or unauthorised disclosure of personal information that is likely to result in serious harm to any individual to whom the information relates and which must be notified pursuant to the provisions of the *Privacy Act 1988 (Cth)* or equivalent State or Territory legislation.

**Employer indemnified** means any circumstance in which **you** are entitled to indemnity from a government, hospital or employer with respect to **your** civil liability for claims against **you** resulting from **your** provision of **healthcare services**.

**Field of practice** means the field of practice set out in the **Certificate of Insurance** and is subject to the limitations, exclusions, qualifications, and requirements set out in the Risk Category Guide in section 1 of this booklet.

**Gross annual billings** means the total annual billings generated by **you** from all areas of **your** practice for which **you** are required to have indemnity cover from **us** within the financial year. This is whether the funds are retained by **you** or not, and before any apportionment or deduction of expenses and/or tax.

Note: Information to help **you** to ensure that **your** gross annual billings are accurately calculated is contained in **our** Risk Category Guide in section 1 of this booklet.

**Health impairment** means a physical or mental disability, condition, deterioration of function or disorder (including substance abuse or dependence) that detrimentally affects **your** capacity to safely provide **healthcare services**.

**Healthcare service** means:

- a) if **you** are a **medical practitioner**, the following services that **you** personally provide:
  - i) healthcare treatment, services or advice or a report of those things provided to a patient or in relation to a patient in a professional capacity, including via **telehealth**; or
  - ii) supervision, training or direction of a healthcare student or **registered healthcare professional** who is undertaking a recognised healthcare training program; or
  - iii) supervision or direction of a person who is not a **medical practitioner** to assist **you** in providing healthcare treatment, services or advice to a patient; or
  - iv) supervision, training or direction of a **medical practitioner** whose registration or licence is conditional upon such supervision; or
  - v) a healthcare report or opinion not for the purpose of treatment prepared by **you** at the request of a third party who is a lawyer, insurer or statutory body; or
  - vi) healthcare advice to a person or organisation in relation to a person's fitness to carry out certain duties or activities; or
  - vii) writing an academic paper or an article in a peer reviewed, refereed healthcare journal; or
  - viii) as part of a professional but non-clinical role in medical education at a recognised institution, healthcare administration or medical research provided that the activity is of a type that a qualified **medical practitioner** would ordinarily provide within **your field of practice**.
- b) if **you** are a **medical student**, the healthcare treatment, services or advice or a report of those things provided to a patient or in relation to a patient in a professional capacity, provided that the activity is of a type that is appropriate to be conducted by a **medical student** at **your** stage of medical study.



**Immediate family** means:

- a) **your** current or former spouse, de facto or domestic partner;
- b) **your** children;
- c) the children of **your** current or former spouse, de facto or domestic partner;
- d) **your** brothers, **your** sisters or **your** parents.

**Inquiry** means a hearing, inquiry, disciplinary proceeding, investigative process or conciliation:

- a) in the case of medical practitioners and medical students, by or on behalf of a health services authority, medical tribunal, Royal Commission, Coroner's Court, criminal court, hospital, health or medical benefits fund, consumer protection agency, or the Professional Services Review Committee, Information Commissioner, Privacy Commissioner, Police or Anti-Discrimination Board (or equivalent);
- b) in the case of **medical students**, by or on behalf of a university that **you** attend; and
- c) including a notification, warning or intimation of (a) or (b)

but not by or on behalf of Ahpra, or a professional registration board.

**Investigation** means an investigation or disciplinary proceeding by a professional registration board including a notification, warning or intimation of those proceedings but not by or on behalf of an entity referred to in paragraphs (a) and (b) of the definition of **inquiry**.

**Legal costs** means lawyers' fees and disbursements reasonably and necessarily incurred for matters covered under **your** Policy, including for:

- a) defending **you** against an allegation or **claim against you**; or
- b) attending or assisting in an **investigation** or **inquiry**; or
- c) prosecuting any proceedings for indemnity, contribution, recovery or other remedy; or
- d) investigating, avoiding, reducing or settling any such matters above;
- e) costs for referral under clause 15 (ii).

but does not include:

- f) travel expenses or personal expenses incurred by **you**; and
- g) any fees payable for lodgement of an appeal under the by-laws of a medical college.

**Loss of documents** means:

- a) the loss of, damage to, or destruction of physical **documents**; or
- b) the deletion, corruption or modification of electronic **documents**.

**Medical practitioner** means:

- a) an individual registered, licensed, or provisionally registered or licensed, and providing **healthcare services**; or

- b) a final year **medical student** who has made an application for provisional registration in Australia as a **medical practitioner** under a law of the Commonwealth or any State or Territory of Australia that provides for the registration or licensing of **medical practitioners**.

**Medical student** means an individual who is both enrolled as a student in a faculty of medicine of an Australian university and registered as a medical student under a law of the Commonwealth or any State or Territory of Australia that provides for the registration of medical students.

**Non-practising period** means any period commencing after the **retroactive date** that is set out in the **Certificate of Insurance** or was declared by **you** to **us** and has been accepted by **us** as a period during which **you** did not practise as a **registered healthcare professional** or engage in providing any **healthcare services** in Australia.

**Pandemic disease** includes:

- a) any disease caused by Highly Pathogenic Avian Influenza in Humans, Severe Acute Respiratory Syndrome coronavirus 2 (SARS-CoV-2); and
- b) any disease declared now or in the future to be a quarantinable disease under the *Quarantine Act, 1908* (Cth), or declared now or in the future to be a listed human disease under the *Biosecurity Act, 2015* (Cth), or declared now or in the future by any authorised person or body under any additional or replacement quarantine or biosecurity legislation for the purpose of facilitating quarantine or other biosecurity restrictions in the Commonwealth of Australia in connection with the disease.

**Period of insurance** means the period of insurance set out in the **Certificate of Insurance**.

**Policy** means the **Certificate of Insurance**, this policy wording, any supplementary policy wording current during the **period of insurance**, and any endorsements issued to **you** during the **period of insurance**.

**Proposal** means all documents comprising your application for, or renewal of, **your** professional indemnity insurance with **us**, including any Pre-Renewal Questionnaire.

**Registered healthcare professional** means a **medical practitioner** or an individual who practises a healthcare related vocation and who is registered under a law of the Commonwealth or any State or Territory of Australia to practise that vocation.

**Retroactive date** means the date specified as “retroactive date” in the Policy (noting that if “Unlimited” is specified, no **retroactive date** applies).

**Telehealth** means healthcare services within paragraph (a)(i) of the definition of **healthcare service** to or in relation to a patient via telecommunications and digital communication technologies.

Note: There are additional limits including geographical and jurisdictional limits specific to **telehealth**.

**We, our** and **us** mean MDA National Insurance Pty Ltd ABN 56 058 271 417, AFS Licence No. 238073, being the insurer named in the **Certificate of Insurance**.

**You** and **your** mean:

- a) the person named as the insured in the **Certificate of Insurance**; and
- b) the executor or administrator of that person's estate.

## What we cover

### Liability cover

#### Civil Liability

1. **We** will cover **you** for civil liability for a **claim against you** arising directly out of **your** provision of **healthcare services**, but only when:
  - a) the **claim against you** is first made during the **period of insurance**; and
  - b) **you** tell **us** in writing during the **period of insurance** about the **claim against you**; and
  - c) the **claim against you** arises from an act or omission occurring on or after the **retroactive date** and not within any **non-practising** period.

Despite the exclusion in clause 26.4, when **we** have separately agreed in writing to do so, **we** will cover **you** under this clause for civil liability for a **claim against you** arising out of **your** provision of **healthcare services** to a public patient in a public hospital. See page 80.

#### Consumer Protection Legislation

2. **We** will cover **you** for civil liability for a **claim against you** that **you** breached a provision of the *Competition and Consumer Act 2010* (Cth) or any State or Territory consumer protection legislation arising directly out of **your** provision of **healthcare services**, but only when:
  - a) **the claim against you** is first made against **you** during the **period of insurance**; and
  - b) **you** tell **us** in writing during the **period of insurance** about the claim that **you** breached the legislation; and
  - c) the claim that **you** breached the legislation arises from an act or omission occurring on or after the **retroactive date** and not within any non-practising period.

#### Breach of Privacy

3. **We** will cover **you** for civil liability for a **claim against you** arising out of **your** unintended breach of the *Privacy Act 1988* (Cth) or equivalent State or Territory legislation in connection with **your** provision of **healthcare services**, but only when:
  - a) the **claim against you** is first made during the **period of insurance**; and
  - b) **you** tell **us** in writing during the **period of insurance** about the **claim against you**; and
  - c) **the claim against you** arises from an act or omission occurring on or after the **retroactive date** and not within any **non-practising** period.

**We** will not cover **you** with respect to any breach which occurs or continues after **you** knew, or reasonably ought to have known that **you** would contravene the *Privacy Act 1988 (Cth)* or equivalent legislation.

Further covers for breach of privacy (statutory fines and penalties and notification costs) are provided in clauses 11 and 14.

#### **Liability for reports about others**

4. **We** will cover **you** for civil liability for a **claim against you** (including a claim for defamation) arising directly out of **you**, in good faith and in the public interest, reporting an incident or a **registered healthcare professional** to a hospital, area health authority or professional body or participating in the examination of the incident or **registered healthcare professional**, but only when:
- a) the **claim against you** is first made during the **period of insurance**; and
  - b) **you** tell **us** in writing during the **period of insurance** about the **claim against you**; and
  - b) the **claim against you** arises from a report made by **you** on or after the **retroactive date**.

#### **Good Samaritan acts**

5. **We** will cover **you** for civil liability for a **claim against you** arising directly out of **your** provision of emergency medical assistance anywhere in the world where:
- a) **you** are in attendance as a bystander; and
  - b) there is no expectation of payment or other reward; but only when:
    - i) the **claim against you** is first made during the **period of insurance**; and
    - ii) **you** tell **us** in writing during the **period of insurance** about the **claim against you**; and
    - iii) **you** tell **us** in writing during the **period of insurance** about the **claim against you**; and the **claim against you** arises from an act or omission occurring on or after the **retroactive date**.

This clause applies only to acts necessary to stabilise the patient or to prepare the patient for transfer.

#### **Overseas cover**

6. If **you** are:
- a) a **medical practitioner** then, in any **period of insurance**, for the first six months **you** are overseas (whether or not continuous and whether or not **you** were practising for that entire time) **you** are covered with respect to **your** provision of healthcare services outside the Commonwealth of Australia but only if:
    - i) **you** are accompanying, as a team doctor, an Australian sporting team or Australian cultural group (including in the United States of America or its territories), but **you** will only be covered with respect to **claims against you** by members of that team or group who are Australian residents; or

- ii) **your healthcare services** are provided (other than in the United States of America or its territories) as a volunteer with charitable work; or
- iii) **your healthcare services** are provided (other than in the United States of America or its territories) as disaster relief work.

Where **you** will be overseas for more than six months in any **period of insurance**, **you** can apply for an extension of cover under **your** Policy by completing the Overseas Cover Request form via the Member Online Services section of **our** website [mdanational.com.au](http://mdanational.com.au) or by writing to **us**.

- b) a **medical student, you** are covered with respect to **your** provision of **healthcare services** outside the Commonwealth of Australia (other than in the United States of America or its territories), but only if **you** are on an overseas elective as part of **your** university course.

See clause 26.22 for jurisdictional exclusions.

Please refer to clause 7 **Telehealth** if **you** are providing telehealth services where either **you** or **your** patient are based overseas.

### Telehealth (medical practitioners only)

#### 7. The following further provisions apply to **telehealth**.

- a) **You** are covered for **telehealth** when:
  - i) **you** and the patient are in Australia at the time the **telehealth** is provided; or
  - ii) **you** are overseas (other than the United States of America or its territories) and the patient is in Australia at the time the **telehealth** is provided, but only:
    - (A) for **telehealth** within 12 months from the date on which you last practised in Australia; and
    - (B) when **you** and the patient have a pre-existing clinical relationship in Australia; or
  - iii) **you** are in Australia and the patient is overseas at the time the **telehealth** is provided, but only:
    - (A) for **telehealth** within 12 months from the date on which the patient left Australia; and
    - (B) when **you** and the patient have a pre-existing clinical relationship in Australia.
- b) Where the **Certificate of Insurance** shows **your field of practice** as either Radiologist or Pathologist **you** do not need to comply with the requirements of paragraphs 7 (a) (ii) or (iii) provided:
  - i) the **telehealth** is for radiology or pathology services;
  - ii) **you** are not in the United States of America or its territories at the time the **telehealth** is provided; and
  - iii) the **Certificate of Insurance** is endorsed to show that as a radiologist or pathologist **you** have cover for **telehealth**.

Where the **Certificate of Insurance** shows **your field of practice** as either Radiologist

or Pathologist and **you** intend to provide radiology or pathology **telehealth** services while either **you** or the patient are overseas, **you** can apply for an extension of cover under **your** Policy by writing to **us**.

- c) If **you** are **employer indemnified**; and
- i) **you** are overseas (other than the United States of America or its territories); and
  - ii) the patient is in Australia at the time the **telehealth** is provided; and
  - iii) the **Certificate of Insurance** shows **your field of practice** as **Employer Indemnified** and no private billings

**you** are covered for **telehealth** other than for **claims against you**.

- d) If the **telehealth** (including provision of prescriptions or medical certificates, or referrals to another practitioner) is based on the transmission of images, patient data, online questionnaires or text based chat and does not include a video or telephone consultation with the patient, there is no cover under this clause unless:
- i) there has been a previous face to face consultation, video, or phone consultation by **you** with the patient; or
  - ii) the **Certificate of Insurance** shows **your field of practice** as either Radiologist or Pathologist and the **telehealth** is for radiology or pathology services; or
  - iii) the service is provided to a patient who is in a hospital or emergency department and **you** are practising in accordance with all the accreditation requirements of the hospital or emergency department; or
  - iv) a face to face, video or phone consultation has been performed by another **medical practitioner** and, at the time the **telehealth** is provided, **you** have an agreement with that **medical practitioner** (or the medical practice where that face to face consultation, video or phone consultation took place) for access to the patients medical records and **you** have access to those medical records; or
  - v) **you** provide advice or an opinion in response to a request from a **medical practitioner** or healthcare professional with respect to a patient of that **medical practitioner** or healthcare professional.
- e) Where the **Certificate of Insurance** shows **your field of practice** as Post Graduate or Doctor in Specialist Training, **you** are only covered for **telehealth** if **you** are:
- i) an Advanced Trainee (with at least 2 years of specialty training), or
  - ii) a GP Registrar, Psychiatry Registrar or Radiology Registrar at any stage of training, and

the **telehealth** was conducted strictly within the terms of **your** training program. See clause 26.21 for jurisdictional exclusions.

Note: There are a number of standards relevant to when and how telehealth services can and should be provided. Please refer to Ahpra, the Medical Board's Code of Conduct, Medicare and **you** College. A summary of common telehealth scenarios is contained in **our** Risk Category Guide in section 1 of this booklet.

If **you** undertake any **telehealth** services other than what is covered under this Policy, please contact our Member Services team on 1800 011 255 to ascertain whether cover can be extended for those services.

### Clinical trials cover (medical practitioners only)

8. If **you** are a **medical practitioner**, **we** will cover **you** for civil liability for a **claim against you** arising directly out of **your** provision of **healthcare services** as part of **your** involvement in a clinical trial or research project that both:
- a) has approval from an ethics committee in accordance with the National Health and Medical Research Council guidelines; and
  - b) has been conducted in accordance with any conditions or approval made by the relevant ethics committee;
- but only when:
- i) the **claim against you** is first made during the **period of insurance**; and
  - ii) **you** tell **us** in writing during the **period of insurance** about the **claim against you**; and
  - iii) the **claim against you** arises from an act or omission occurring on or after the **retroactive date** and not within any **non-practising** period.

### Defamation (medical practitioners only)

9. If **you** are a **medical practitioner**, **we** will cover **you** for civil liability for a **claim against you** arising from alleged or actual defamation by **you** in the course of **your** provision of **healthcare services** but only when:
- a) the **claim against you** is first made during the **period of insurance**; and
  - b) **you** tell **us** in writing during the **period of insurance** about the **claim against you**; and
  - c) the alleged or actual defamation occurred on or after the later of 1 July 2017 or the **retroactive date** and not within any **non-practising** period; and
  - d) **you** did not engage in the alleged or actual defamation with dishonest or malicious intent, or knowingly or deliberately in contravention of any law, rule, regulation or order of a court or tribunal, or with reckless disregard for the consequences; and
  - e) the **claim against you** is not a claim for which **you** are entitled to cover under clause 4 (Liability for reports about others).

**We** will not cover **you** when the matter for which **you** claim cover under the Policy arises out of:

- a) alleged or actual defamation that occurred outside Australia; or
- b) proceedings, judgment or order by a court or other body:
  - i) outside of Australia; or
  - ii) which apply the laws of a country other than Australia.

Further cover for costs of pursuing defamation claims is provided in clause 13.

### Your practice entity (medical practitioners only)

10. If **you** are a **medical practitioner**, **we** will cover, under **your** Policy, a practice entity owned by **you** for civil liability for a claim made against that practice entity arising directly out of:

- a) healthcare services provided by you; or
- b) services, provided by an employee or contractor (excluding medical practitioners) of that practice to a patient, related to healthcare services provided by **you** to that patient, for which you could claim cover under your Policy if it were made against **you**, but only when:
  - i) the claim is first made against the practice entity during the **period of insurance**; and
  - ii) **you** tell **us** in writing during the **period of insurance** about the claim against the practice entity; and
  - iii) the claim against the practice entity arises from an act or omission occurring on or after the **retroactive date** and not within any non- practising period; and
  - iv) the practice entity and **you** comply with the terms and conditions of **your** Policy (in the case of the practice entity, as though it were “**you**” under the Policy).

**We** will also cover the practice for **legal costs** incurred by **us** on its behalf to defend against the claim against the practice entity.

If the practice entity is not 100% owned by **you**, the total amount **we** will pay under this clause shall be proportional to **your** percentage ownership of the practice entity.

## Statutory Fines and Penalties

### Breach of Privacy

11. **We** will cover **you**, to the extent permitted by law, for a civil fine or penalty imposed on **you** arising out of **your** unintended breach of the *Privacy Act 1988 (Cth)* or equivalent State or Territory legislation but only when:
- a) the breach arises out of **your** provision of **healthcare services**; and
  - b) **you** first become aware of the possible or alleged breach during the **period of insurance**; and
  - c) **you** tell **us** in writing during the **period of insurance** about the possible or alleged breach; and



d) the breach occurred on or after 1 July 2018 or the **retroactive date**, whichever is the later.

**We** will not cover **you** with respect to any breach which occurs or continues after **you** knew, or reasonably ought to have known that **you** would contravene the *Privacy Act 1988 (Cth)* or equivalent legislation.

**We** will not cover **you** for fines or penalties imposed outside of Australia and its Territories.

Further covers for breach of privacy (liability for unintended breach of privacy and notification costs) are provided in clauses 3 and 14.

## Costs Cover

### Defending you against civil liability claims, fines and penalties

12. Subject to clause 44, **we** will cover **you** for **legal costs** that **we** incur on **your** behalf for defending **you** against:
- civil liability **claims against you** that are covered under any of clauses 1 to 9 of **your** Policy; and
  - allegations against **you**, or breaches by **you** that are covered under clause 11 of **your** Policy.

### Pursuing Defamation (medical practitioners only)

13. If **you** are a **medical practitioner**, **we** will cover **you** for **legal costs** incurred by **us** on **your** behalf in pursuing a defamation allegation against a person who is not a healthcare professional or a **medical student** that arises from an act of defamation **against you** as a **medical practitioner**, or directly in relation to the **healthcare services** that **you** provide, but only when:
- you** first become aware of the alleged defamation during the **period of insurance**; and
  - you** tell **us** in writing during the **period of insurance** about the alleged defamation; and
  - the alleged defamation occurred on or after the later of 1 July 2017 or the **retroactive date** and not within any **non-practising** period.

A **deductible** of \$20,000 applies to each separate pursuit of one or more defamation allegations under this clause 13.

**We** will not pay or incur, or continue to pay or incur, **legal costs** of **you** pursuing any defamation allegation if **we**, in **our** absolute discretion, consider that **your** allegation does not have reasonable prospects of success, or for any other reason, should not be pursued. These reasons can include, but are not limited to:

- legal costs**; and
- that, in **our** opinion, even if successful, the outcome is unlikely to provide a substantial benefit to **you**.

**We** may, but are not obliged to, seek legal advice as to the merits, prospects of success and likely outcome of **your** allegation.

If as a result of the pursuit of a defamation action (by **you** or by **us** on **your** behalf), **you** become entitled to payment by another party for **legal costs**, **you** must direct payment to **us** of an amount equal to any amount incurred by **us** (but not including any deductible paid to **us** by **you**) in pursuit of the defamation action. If **your** entitlement to **legal costs** is less than the amount incurred by **us** (but not including any deductible paid to **us** by **you**), **you** must direct payment to **us** of the full amount **you** become entitled to.

**We** will not cover **you** for the costs of any party against whom **you** pursue an allegation of defamation.

**We** will not cover **you** or make any payment when the matter for which **you** claim under the Policy:

- a) arises from defamation that occurred outside Australia; or
- b) is subject to the law of a country other than Australia; or
- c) based on or derived from a judgment or order of a court of a country other than Australia.

Further cover for civil liability for defending unintended defamation is provided in clause 9.

## **Breach of Privacy**

14. **We** will cover **you** for the reasonable costs of notifying anyone legally required to be notified of an actual, suspected or alleged or possible **eligible data breach** under the of the *Privacy Act 1988 (Cth)* or equivalent State or Territory legislation but only when:
- (a) the breach arises out of **your** provision of **healthcare services**; and
  - (b) **you** first become aware of the actual, suspected, alleged or possible data breach during the **period of insurance**; and
  - (c) **you** tell **us** in writing during the **period of insurance** about the actual, suspected, alleged or possible **eligible data breach**; and
  - (d) the **eligible data breach** occurred on or after 1 July 2018 or the **retroactive date**, whichever is the later; and
  - (e) **we** have agreed to the costs of notification before they are incurred.

**We** will not cover **you** with respect to any breach which occurs or continues after **you** knew, or reasonably ought to have known that **you** would contravene the *Privacy Act 1988 (Cth)* or equivalent legislation.

Also see exclusion in clause 26.25.

Further covers for breach of privacy (liability for unintended breach of privacy and statutory fines and penalties) are provided in clauses 3 and 11.

## Investigations, inquiries and self-referral regarding a health impairment

15. **We** will cover **you** for:

- a) **legal costs** that **we** incur on **your** behalf in assisting **you** in an **inquiry** arising from **your** provision of **healthcare services**, or an **investigation** and costs that **you** are ordered to pay as a result of a finding made against **you** in that **inquiry or investigation**; but only when:
  - i) **you** first become aware of the **inquiry or investigation** during the **period of insurance**; and
  - ii) **you** tell **us** in writing during the **period of insurance** about the **inquiry or investigation**; and
  - iii) the **inquiry or investigation** arises out of an act or omission occurring on or after the **retroactive date** and not within any **non-practising** period.
- b) **legal costs** that **we** incur on **your** behalf for **you** referring yourself, during the **period of insurance**, to a relevant authority or **your** employer with respect to a **health impairment**. **We will not** cover **you** for those costs under this paragraph when the referral takes place after **you** become aware of an **investigation or inquiry** in any way related to that **health impairment**.

Where **you** are not covered for **legal costs**, because of exclusions 26.11, 26.12, 26.13, 26.14 or 26.17 and **you** have a **health impairment**, **we** will cover **you** for that part of **legal costs** restricted to those aspects of **inquiries or investigations** into **your health impairment**.

**We** may require that **you** provide **us**, at **your** cost, with written medical evidence, from another **medical practitioner**, supporting the existence of a **health impairment**.

## Defence against allegations of sexual misconduct and criminal conduct towards patients

16. **We** will cover **you** for reasonable **legal costs** incurred by **you** with **our** consent, or incurred by **us** on **your** behalf, for the successful defence of any **claim against you**, criminal proceeding, **investigation or inquiry**, arising out of alleged sexual misconduct or **criminal conduct** by **you** against a patient arising directly out of **your** provision of **healthcare services** to the patient, if and when:
- a) in the case of a civil liability **claim against you**, it has been permanently discontinued, or there is a final judgment in **your** favour; or
  - b) in the case of a criminal proceeding, it has been permanently discontinued, or **you** have been found not guilty, or the charges against **you** have been dropped; or
  - c) in the case of an **investigation or inquiry**, it has been permanently discontinued, or the outcome is that no finding of professional misconduct has been made against **you**:
- but only if:

- i) **you** first become aware of the **claim against you**, criminal proceeding, **investigation** or **inquiry** during the **period of insurance**; and
- ii) **you** tell **us** in writing during the **period of insurance** about the **claim against you**, criminal proceeding, **investigation** or **inquiry**; and
- iii) the **claim against you**, **investigation** or **inquiry** arises from an act or omission occurring on or after the **retroactive date** and not within any **non-practising** period; and
- iv) all appeal rights of any party in relation to the allegations made against **you** have been exhausted.

**We** may at **our** absolute discretion agree to advance the **legal costs** under this clause to **you** as they are incurred and prior to the finalisation of any **claim against you**, criminal proceeding, **investigation** or **inquiry**. **We** may in **our** absolute discretion cease to advance **legal costs** to **you** at any time and take steps to recover from **you** any **legal costs** already paid under this clause.

If **we** do advance **legal costs** to **you**, and **we** subsequently determine that **we** have no liability to pay those **legal costs** under this clause, then **you** must repay those **legal costs** to **us**.

If **we** do not advance **legal costs** and **you** are eligible for cover under this clause, **you** must provide evidence of the **legal costs** incurred by **you**. **We** will cover **you** only for the reasonable costs incurred by **you** in conducting **your** defence.

**We** will not cover **you** for the costs of any party who brings a **claim against you** or commences criminal proceedings, an **investigation** or **inquiry**.

### **Apprehended Violence Orders (medical practitioners only)**

17. If **you** are a **medical practitioner**, **we** will cover **you** for **legal costs we** incur on **your** behalf in seeking an Apprehended Violence Order or equivalent relief where there is a threat to the personal safety of **you** or a member of **your immediate family**, but only when:

- a) **you** first become aware of the threat during the **period of insurance**; and
- b) **you** tell **us** in writing during the **period of insurance** about the threat; and
- c) the threat is related to **your** provision (or non-provision) of **healthcare services** occurring on or after the **retroactive date**.

**We** will not cover **you** for the costs of any party against whom **you** seek to obtain an Apprehended Violence Order or equivalent relief.

### **Employment and credentialing disputes (medical practitioners only)**

18. If **you** are a **medical practitioner**, **we** will cover **you** for **legal costs we** incur on **your** behalf for:

- a) defending against an allegation or **claim against you** by a person formerly, currently or proposed to be employed or contracted as a staff member by **you** that relates to or arises from the contract or proposed contract under which the employee or contracted staff member was, is or is proposed to be engaged to assist **you** in the provision of **healthcare services**; or

- b) defending against an allegation or **claim against you** by **you** former, current or proposed employer or principal that relates to or arises from the contract or proposed contract under which **you** were, are or are proposed to be employed or contracted to provide **healthcare services** in **your field of practice**; or
- c) pursuing an allegation or claim by **you**, as an employee, against **your** former, current or proposed employer or, as a contracted staff member, against **your** principal that, in either case, relates to or arises from a breach or alleged breach of the contract under which **you** were, are or were to be employed or engaged to provide **healthcare services** in **your field of practice**. However, in relation to any claim by **you** for unpaid remuneration or other monies, **we** will not pay any **legal costs** greater than the amount reasonably sought by **you** in that claim;

in each case of sub-clauses (a), (b) or (c) above, including a complaint under anti-discrimination or equal opportunity legislation; or

- d) pursuing an allegation or claim by **you** of lack of procedural fairness in relation to a decision which has resulted in a mid-term suspension or revocation of **your** credentialing with a hospital or health service;

but only when:

- i) **you** first become aware of the allegation or **claim against you** or the matters which give rise to an allegation or claim by **you** against another during the **period of insurance**; and
- ii) **you** tell **us** in writing during the **period of insurance** about the allegation or **claim against you** or the matters which give rise to an allegation or claim by **you** against another; and
- iii) the allegation or **claim against you**, or allegation or claim by **you** against another, arises from an act, omission or event occurring on or after the **retroactive date** and not within any **non-practising** period.

**We** will not pay or incur, or continue to pay or incur, **legal costs** of **you** pursuing any allegation or claim by **you** against another if **we**, in **our** absolute discretion, consider that such allegation or claim does not have reasonable prospects of success, or for any other reason should not be pursued. These reasons can include, but are not limited to:

- a) **legal costs**; and
- b) that, even if successful, in **our** opinion, the outcome is unlikely to provide a substantial benefit to **you**. **We** may, but are not obliged to, seek legal advice as to the merits, prospects of success and likely outcome of such allegation.

**We** will not cover **you** for the costs of any other party involved in the employment or credentialing disputes the subject of this clause.

**We** do not cover **you** under this clause in respect of an allegation or **claim against you** or allegation or claim by **you** against another, arising from bodily injury, mental injury, sickness, disease, disability, incapacity or death. Also see exclusions, including clause 26.24.

## Medical College training disputes (medical practitioners only)

19. If **you** are a **medical practitioner**, **we** will cover **you** for **legal costs** incurred by **us** on **your** behalf in pursuing or defending against an internal complaint or appeal under the by-laws of a medical college arising out of **your** involvement (either as an existing trainee or as a trainer) with a training program approved by that medical college, but only when:
- you** first become aware of the complaint or appeal or the facts and circumstances giving rise to the complaint or appeal during the **period of insurance**; and
  - you** tell **us** in writing during the **period of insurance** about the complaint or appeal; and
  - the complaint or appeal relates to an act, omission or event occurring on or after the **retroactive date** and not within any **non-practising** period.

**Legal costs** do not include any fees payable for the lodgement of an appeal.

**We** will not pay or incur, or continue to pay or incur, **legal costs** of **you** pursuing any complaint or appeal if **we**, in **our** absolute discretion, consider that the pursuit of such complaint or appeal does not have reasonable prospects of success, or for any other reason should not be pursued. These reasons can include but are not limited to:

- legal costs**; and
- that, even if successful, in **our** opinion, the outcome is unlikely to provide a substantial benefit to **you**.

To assist **us** decide whether to pay or incur, or continue to pay or incur, **legal costs** of **you** pursuing any complaint or appeal **we** may, but are not obliged to:

- obtain legal advice;
- request that **you**, at **your** own expense, obtain and furnish to **us** legal advice on the prospects of success, likely outcomes, processes, likely time frames and likely **legal costs** of pursuing any complaint or appeal.

If, as a result of the legal advice **you** obtain, **we** decide to pay or incur, or continue to pay or incur, **legal costs** of **you** pursuing any complaint or appeal, **we** will cover **you** for the reasonable cost of that advice.

If **we** do advance legal costs to **you**, and **we** subsequently determine that **we** have no liability to pay those legal costs under this clause, then **you** must repay those **legal costs** to **us**.

**We** do not cover **you** for the costs of the medical college.

## Additional Benefits

### Loss of Income (medical practitioners only)

20. If **you** are a **medical practitioner**, **we** will reimburse **you** for your personal income forgone by **you** as a result of **you** attending a hearing at court if and only if it is with respect to a matter for which **you** are covered under clause 1 of this Policy and:
- lawyers instructed by us on **your** behalf confirm in writing that **your** attendance is required; and
  - you** are unable to work on the relevant day due to **your** attendance at court; and
  - you** furnish to **us** evidence, satisfactory to **us**, of **your** loss of income and that the loss of income resulted from **your** attendance at a hearing at court.

### Loss of Documents (medical practitioners only)

21. If **you** are a **medical practitioner**, in the event of any **loss of documents** which in the ordinary course of **your** providing **healthcare services** were in **your** possession or in the possession of those to whom the **documents** were entrusted by **you**, **we** will cover **you** for the reasonable costs and expenses incurred by **you** in replacing or restoring those **documents**, but only when:
- the **loss of documents** occurred, or **you** first become aware of, the **loss of documents** during the **period of insurance**; and
  - you** notify **us** in writing during the **period of insurance** about the **loss of documents**; and
  - we** have agreed to the costs of replacement or restoration before they are incurred.

See exclusion in clause 26.26.

### Communicable disease cover

22. **We** will cover **you** for **communicable disease**, but only when:
- you** are first diagnosed as having a **communicable disease** during the **period of insurance**; and
  - you** tell **us** in writing during the **period of insurance** about the diagnosis; and
  - if **you** are insured under **your** Policy as:
    - a **medical practitioner**, **you** show **us** that, solely by reason of that diagnosis, **you** have permanently ceased practice as a **medical practitioner** or substantially altered **your** practice of medicine; or
    - a **medical student**, **you** show **us** that, solely by reason of that diagnosis, **you** have permanently ceased studies as a **medical student**.

but not if:

- you** have been diagnosed prior to the commencement of the **period of insurance** as having the **communicable disease**; or

- e) **you** knew or a reasonable person in **your** professional position could be expected to have known that **you** had the **communicable disease** before the date when **we** first commenced providing insurance for **communicable disease** to **you** under insurance that **you** have continuously renewed with **us** from that date until the **period of insurance**; or
- f) **you** have previously received a payment from **us**, another insurer, a medical defence organisation or medical indemnity provider as a result of **you** having been diagnosed as having the same or any other **communicable disease**.

The amount **we** will pay will be the amount set out for the Sub-Limit of Indemnity for clause 22 in the **Certificate of Insurance** for:

- a) a **medical student** if **you** were a **medical student** at the time of the diagnosis; and
- b) a **medical practitioner** if **you** were a **medical practitioner** at the time of the diagnosis.

The amount for **communicable disease** is payable once only and only for one **communicable disease**.

#### **Continuous Cover (medical practitioners only)**

23. If, prior to the **period of insurance**, **you** fail to inform **us** of an act, omission or event which **you** knew, or a reasonable person in **your** professional position could be expected to have known, might give rise to a **claim against you** or other matter for which **you** claim under the Policy then, despite the exclusion in clause 26.2, **we** will cover **you** but only when:

- a) we were your professional indemnity insurer when **you** first knew or a reasonable person in **your** professional position could be expected to have first known that the act, omission or event might give rise to a **claim against you** or other matter for which **you** claim under the Policy;
- b) **we** continued, without interruption, to be **your** professional indemnity insurer until this Policy came into effect;
- c) the act, omission or event had not previously been notified to **us** or any other insurer; and
- d) **your** failure to inform **us** of the act, omission or event was not fraudulent misrepresentation or fraudulent non-disclosure.

**Our** liability to cover **you** under this clause is limited to the lesser of the covers available under the terms of the policy in force at the time referred to in paragraph (a) or under this Policy. Without limiting the operation of this provision the effect is that, if there was no cover under either the earlier policy or this Policy, this clause does not extend cover to **you**.

The terms of this Policy otherwise apply, including, without limitation, remedies arising from prejudice caused by late notification.



## How much we will pay

24. The Maximum Level of Indemnity (which is inclusive of any **deductible**) and, provided the Maximum Limit of Indemnity is not exceeded, the sub-limits of indemnity (which are inclusive of any **deductible**) are set out in the following table.

<p>The total amount <b>we</b> will pay for the aggregate of all claims, <b>legal costs</b> and other matters paid under <b>your</b> Policy during the <b>period of insurance</b> will not exceed the Maximum Limit of Indemnity (which is inclusive of any deductible) set out in the <b>Certificate of Insurance</b></p>	<p>Maximum Limit of Indemnity (which is inclusive of any deductible)</p>
<p>All claims, <b>legal costs</b> and other matters paid under <b>your</b> Policy during the <b>period of insurance</b></p>	<p>\$20,000,000 in the aggregate</p>
<p>Provided that the Maximum Limit of Indemnity (which is inclusive of any deductible) is not exceeded, the following sub-limits (which are inclusive of any deductible) apply during the <b>period of insurance</b></p>	<p>Sub-limits (which are inclusive of any deductible) as set out below</p>
<p>For all claims under clause 11 – Statutory fines and penalties for breaches of the <i>Privacy Act 1988 (Cth)</i>; and Clause 14 – Costs of mandatory notification arising from breaches of the <i>Privacy Act 1988 (Cth)</i></p>	<p>\$250,000 in the aggregate</p>
<p>Clause 13 – Pursuit of a defamation allegation against another</p>	<p>\$100,000 in the aggregate for <b>legal costs</b> for the pursuit of defamation allegations but only after the exhaustion of \$20,000 <b>deductible</b> payable by <b>you</b></p>
<p>For all claims under clauses 15, 16(a) and (c) – <b>Legal costs</b> for <b>investigations, inquiries</b>, self-referrals regarding a health impairment and claims under the Policy with respect to sexual misconduct and <b>criminal conduct</b></p>	<p>\$2,000,000 in the aggregate</p>
<p>Clause 17 – <b>Legal costs</b> for <b>you</b> seeking an Apprehended Violence Order against another</p>	<p>\$100,000 in the aggregate</p>

<p>Clause 18 – <b>Legal costs</b> of employment disputes and credentialing disputes</p>	<p>\$100,000 in the aggregate but in relation to <b>legal costs</b> for any claim by <b>you</b> against another for unpaid remuneration and other monies under clause 18(c) <b>we</b> will not pay more than the amount reasonably sought by <b>you</b> in that claim</p>
<p>Clause 19 – <b>Legal costs</b> of medical college training disputes</p>	<p>\$100,000 in the aggregate</p>
<p>Clause 20 – Loss of income for attending a hearing at court with respect to a civil liability <b>claim against you</b></p>	<p>\$20,000 in the aggregate with a maximum of \$2,000 per day for up to 10 days</p>
<p>Clause 21 – <b>Loss of documents</b></p>	<p>\$100,000 in the aggregate</p>
<p>Clause 22 – <b>Communicable disease</b> cover</p>	<ul style="list-style-type: none"> <li>• \$100,000 <b>medical practitioners</b></li> <li>• \$50,000 <b>medical students</b></li> </ul> <p>Payable once only per Insured and for only one <b>communicable disease</b> as defined</p>

## Single claim

25. Where:

- a) an act or omission;
- b) one or more related acts or omissions; or
- c) any course of related treatment

gives rise to more than one **claim against you**, (whether by one or more claimants) all such claims against **you** will constitute a single **claim against you**.

Without limiting the circumstances which constitute a single claim, all **claims against you**:

- i) forming part of a class, group or representative action; or
- ii) relating to the pregnancy of any one woman or the birth of the child or the children from that pregnancy

will constitute a single **claim against you**.

Where:

- a) an act or omission;
  - b) one or more related acts or omissions;
  - c) any course of related treatment; or
  - d) any acts or omissions which are substantially in common with each other
- gives rise to more than one **investigation** or **inquiry**, all such investigations and inquiries will constitute a single matter for which **you** claim under the Policy.

All claims under the Policy (including those constituting a single **claim against you** and a single matter for which **you** claim under the Policy):

- a) which arise from an act or omission;
- b) which arise from one or more related acts or omissions;
- c) which arise from any course of related treatment;
- d) forming part of a class, group or representative action;
- e) relating to the pregnancy of any one woman or the birth of the child or the children from that pregnancy; or
- f) (with respect to investigations and inquiries) which arise from any acts or omissions which are substantially in common with each other

will constitute a single claim under the Policy and will be deemed (including for the purpose of determining the applicable limits of indemnity) to have been first made at the earliest of either the time the earliest claim was made against **you**, or the time the **investigation** or **inquiry** first arose, regardless of whether that time is before or during the period of insurance.

Where more than one limit applies to claims constituting a single claim under the Policy, the amount payable, in the aggregate, shall not exceed the highest of those applicable limits.

Where more than one deductible applies to claims constituting a single claim under the Policy, the highest applicable deductible is to apply once.

# Exclusions

## What we do not cover

26. **We** will not cover **you** or make a payment under **your** Policy when:

26.1 and to the extent that **you** are entitled to indemnity under:

- a) any other contract of insurance;
- b) any indemnity arrangement or scheme (including but not limited to an indemnity provided by **your** employer or a discretionary indemnity scheme provided by a professional defence organisation or mutual fund) whether current or not;
- c) any law;
- d) any contract; or
- e) any other arrangement

that in each case is not a contract of insurance entered into by **you** or, if it is such a contract, is required to be effected by or under a law in Australia or any State or Territory in Australia;

26.2 the matter for which **you** claim under the Policy:

- a) was known by **you**, or a reasonable person in **your** professional position could be expected to have known; or
- b) arises out of an act, omission or event which **you** knew, or a reasonable person in **your** professional position could be expected to have known might give rise to the matter,

before the **period of insurance** commenced, but this exclusion does not apply for the purposes of clause 22(v);

26.3 the matter for which **you** claim under the Policy arises from circumstances which **you** notified to **us**, to another insurer, medical defence organisation or indemnity provider before the **period of insurance**;

26.4 the **claim against you** arises in any way out of **your** provision of **healthcare services** to a public patient in a public hospital except to the extent that **we** have confirmed in writing that **you** are covered under clause 1;

26.5 the **claim against you** arises out of the provision of medical treatment (other than emergency medical treatment) by **you** to a member of **your immediate family**;

26.6 the matter for which **you** claim under the Policy arises in any way out of an act or omission by **you** when **you** were not registered or were prohibited from practising, or involved **you** acting outside of, or not complying with the terms, conditions, limitations or requirements of **your** registration;

26.7 the **claim against you, investigation or inquiry**, arises in any way out of a practice or procedure not within with **your field of practice**, except where the **claim against you, investigation or inquiry** for which **you** claim under the **Policy** relates to Good Samaritan acts described in clause 5.

However, if the **claim against you, investigation** or **inquiry** arises from an act or omission occurring prior to the **period of insurance** but while **we** were **your** insurer then, for the purpose of this exclusion only, **field of practice** is altered to mean the **field of practice** set out in the **Certificate of Insurance** in place at the time of that act or omission;

- 26.8 the matter for which **you** claim under the Policy arises because of **your** continuing a procedure or practice in the provision of **healthcare services** 14 days after **you** have received notice from **us** under clause 35 asking **you** to stop the procedure or practice;
- 26.9 the matter for which **you** claim under the Policy arises in any way out of or in connection with defamation or any allegation of defamation, except to the extent that we agree to cover **you** under clauses 4, 9, or 13;
- 26.10 the **claim against you** arises in any way from any of the following activities in connection with a clinical trial or research project:
- a) **your** sponsorship, administration, design or control of the trial or project;
  - b) adverse outcomes where **you** did not provide **healthcare services**;
  - c) the clinical trial or research project protocol;
  - d) **your** overseeing the clinical trial or research project or any act or omission by **you** as a member of an ethics committee;
- 26.11 the **claim against you** or **inquiry** arises in any way out of the direct or indirect transmission of a disease when, at the time of transmission, **you** knew or reasonably should have known that **you** or another infected person was carrying the disease;
- 26.12 the matter for which **you** claim under the **Policy** arises in any way out of any alleged:
- a) sexual misconduct or **criminal conduct**, except to the extent that **you** are covered for your **legal costs** under clause 16; or
  - b) sexual misconduct, including sexual harassment, except to the extent that **you** are covered for **legal costs** under clause 18(a), 18 (b) or 18 (c);
- 26.13 the matter for which **you** claim under the Policy arises in any way out of any wilful violation or breach of any statute or regulation or out of any act committed with dishonest, malicious, or criminal intent;
- 26.14 and to the extent that **you** are obliged:
- a) to refund any fee charged to or in respect of a patient; or
  - b) to pay a fine or a civil or criminal penalty, except to the extent that **we** agree to cover **you** under clause 11; or
  - c) to pay punitive, aggravated or exemplary damages; or
  - d) in relation to matters under clauses 13, 16, 17, 18 and/or 19, to pay any other party any amount for costs;

- 26.15 the **claim against you** arises in any way out of the development, manufacture, storage, supply or endorsement of any good or product, except for the manufacture or supply of a product by **you** as an intrinsic part of **you** providing **healthcare services** to **your** patients;
- 26.16 the **claim against you** or **inquiry** arises in any way out of the unlawful sale, supply, use or administration of any substance;
- 26.17 the matter for which **you** claim under the Policy arises in any way out of the ownership, use, lease, occupation or state of any premises or anything done or omitted to be done in respect of the state of any premises;
- 26.18 the matter for which **you** claim under the Policy arises in any way out of or in connection with an actual or threatened pollution of the environment (including exposure to asbestos) or a requirement for **you** to deal with that pollution exposure, except for the provision of **healthcare services** to a patient who has symptoms, whether actual or alleged, as a result of exposure to pollution (including asbestos), whether directly or indirectly;
- 26.19 the matter for which **you** claim under the Policy arises in any way out of:
- a) any contract for the sale or purchase of any asset, property or investment, including a contract for the purchase or sale of all or part of **your** or another practice;
  - b) any dispute arising out of or in connection with an employment contract or contract for services entered into in connection with **your** sale of a practice;
  - c) any contractual liability, warranty or guarantee except if **you** would have been otherwise liable in the absence of the contractual liability, warranty or guarantee;
  - d) any trading debt or guarantee for payment of a trading debt;
  - e) payment or non-payment of any dividend or other form of profit sharing or distribution;
- 26.20 the matter for which **you** claim under the Policy arises out of or is connected with acts of terrorism, war, invasions, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military or usurped power. This exclusion does not apply to any healthcare procedure performed as a result of or in an attempt to prevent any injuries arising out of any terrorism, war or warlike situation;
- 26.21 the matter for which **you** claim under the Policy arises out of:
- a) proceedings in or a judgment or order:
    - i) by a court, tribunal or other body outside of Australia; or
    - ii) by a court, tribunal or other body which apply the laws of a country other than Australia; or
    - iii) based on, derived from or to enforce a judgment or order by a court, tribunal or other body referred to in (i) or (ii); or

- b) acts or omissions which occur or are alleged to occur outside the Commonwealth of Australia or its territories or protectorates with the exception of:
  - i) covers under the following clauses where the act or omission can occur anywhere in the world:
    - (A) overseas cover under clause 6 (a)(i); and
    - (B) loss of documents cover under clause 21,
  - and
  - ii) covers under the following clauses where the act or omission can occur anywhere in the world other than in the United States of America or its territories:
    - (A) overseas cover under clauses 6 (a)(ii) and (iii) and 6(b); and
    - (B) telehealth cover under clauses 7(a)(ii), 7(b) and 7(c).

This exclusion does not apply to Good Samaritan acts described in clause 5;

- 26.22 **you** have, without **our** written consent, admitted liability with respect to any matter for which **you** claim or may be entitled to claim under the Policy;
- 26.23 the matter for which **you** claim under the **Policy**:
- a) is a matter in respect of which **we** are prohibited from providing or not authorised to provide cover, including but not limited to workers' compensation. For the avoidance of doubt, and without limiting the operation of this exclusion, **we** will not, for example, cover **you** or make a payment with respect to any workers compensation claim by **you** or against **you**; or
  - b) arises in any way out of a **claim against you** for personal injury or property damage by an employee or contractor of **yours** (or of a practice entity controlled by **you**), in the course of their employment or engagement;
- 26.24 the **claim against you** arises in any way out of or in connection with **your** provision of advice to or at the request of a State, Federal or other government, agency or body in relation to the management of any **pandemic disease**, unless **we** have agreed in writing to extend cover and then only on the terms of the extension;
- 26.25 the matter for which **you** claim under clause 14 (Breach of Privacy) or clause 21 (Loss of Documents) of the **Policy** arises in any way out of **cyber loss**.

For the purposes of this exclusion only:

“Cyber loss” means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident.

“Cyber act” means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.

“Cyber incident” means:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

“Computer system” means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

“Data” means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system;

26.26 the **claim against you** or **inquiry** arises in any way out of the provision of healthcare by **you** while intoxicated or otherwise impaired by the use of an intoxicant or drug, except for the reasonable refusal to provide **healthcare services** because of the influence of such intoxicant or drug;

26.27 the **claim against you** arises in any way out of:

- a) **your** assessment that a patient under the age of 18 years is suitable for gender transition; or
- b) **you** initiating prescribing of cross sex hormones for any patient under the age of 18 years.

27. In addition to clause 26, if **you** are a **medical practitioner**, **we** will not cover **you** or make a payment under **your** Policy when:

27.1 the matter for which **you** claim under the Policy arises from the acts or omissions of an employee, contractor or any other person when those acts or omissions were:

- a) outside the terms and conditions of his or her employment, contract or agreement; or
- b) outside the boundaries of his or her training and/or qualifications; or
- c) not under **your** supervision;

27.2 the **claim against you** is by an employee or contractor of **yours** or of a practice entity controlled by **you**, except to the extent that **you** are covered for **legal costs** under clause 18 or the **claim against you** arises directly out of **your** provision of **healthcare services** limited to healthcare treatment,



services or advice or a report of those things provided to that person as a patient;

- 27.3 the matter for which **you** claim under the Policy arises in any way out of a dispute between **you** and a current, former or prospective partner or co-owner or director, other than a **claim against you** of professional negligence;
- 27.4 the matter for which **you** claim under the Policy is in connection with an allegation or **claim against you** or by **you** against another relating to **your** credentialing with a hospital or **health service**, except to the extent that **you** are covered under clause 18(d).
28. In addition to clause 26, if **you** are a **medical student**, **we** will not cover **you** or make a payment under **your** Policy when:
- 28.1 the matter for which **you** claim under the Policy arises in any way out of **your** provision of **healthcare services** where **you** are acting outside the terms and guidelines of **your** university elective or scholarship placement, except where the matter for which **you** claim under the Policy relates to Good Samaritan acts described in clause 5, or **we** have agreed in writing to extend cover;
- 28.2 the matter for which **you** claim under the Policy arises in any way out of **your** provision of **healthcare services** when **you** are not under the supervision of a **medical practitioner**, except where the matter for which **you** claim under the Policy relates to Good Samaritan acts described in clause 5;
- 28.3 the matter for which **you** claim under the Policy arises in any way out of **your** provision of **healthcare services** in respect of which **you** represented or held yourself out as a **medical practitioner**.
29. **We** may reject a claim under **your** Policy if the claim or any part of the claim is fraudulent or made fraudulently. In the event **we** reject such a claim **you** must reimburse **us** for all sums paid in connection with the claim.

## Conditions - What you must do

30. **You** must comply with the following conditions set out in clauses 31 to 42 (inclusive). If **you** fail to do so, subject to the *Insurance Contracts Act 1984* (Cth), **we** can do any one or more of the following:
- i) refuse to pay (either in whole or in part) any claim **you** make under the Policy;
  - ii) not provide **you** with assistance (or withdraw assistance); and
  - iii) cancel **your** Policy.

### Payment of premium

31. **You** must pay the premium or, if **we** agree, any instalment of premium, on or before the date it is due.

## Payment of deductible

32. It is a condition precedent to cover that **you** must pay, as directed by **us**, the applicable **deductible** for each and every relevant matter for which **you** seek cover under the Policy.

## You have to notify us of a claim against you

33. **You** must notify **us** in writing as soon as practicable after **you** become aware of any **claim against you, investigation, inquiry, criminal action, prosecution or loss of documents**.

## Other Insurance

34. If **you** seek cover under **your** Policy **you** must tell **us** about any other insurance or other entitlement to indemnity that may indemnify or compensate **you**, including the identity of the other insurer or indemnifier, the policy number and any other information that **we** may reasonably require.

## Stop Notice

35. **You** must stop a procedure or practice in providing **healthcare services** if:

- we** consider that the procedure or practice poses an unreasonable risk of giving rise to a **claim against you, investigation or inquiry**; and
- we** give **you** 14 days' notice asking **you** to stop the procedure or practice.

## Your duty to co-operate

36. **You** must, at **your** expense:

- co-operate fully with **us, our** investigators and legal representatives; and
- co-operate fully with **us** with respect to **your** risk management and **our** assessment of your risk.

37. **Your** duty to co-operate includes, but is not limited to:

- providing all information, documents, and assistance **we** reasonably require including, without limitation, giving access to medical records, treatment notes, and financial records, including billing records and tax returns;
- Attending any risk management meetings that **we** request in writing
- providing information and identifying and locating witnesses;
- permitting **our** investigators and legal representatives access to **your** practice records and records of **your** medical services;
- attending meetings in person or by telephone with **us** or our investigators or legal representatives or experts engaged by or for **us**, for the purpose of being interviewed or providing information or evidence in oral or written form;
- co-operating with **our** investigators and legal representatives in the preparation, defence or conduct of legal proceedings;

- g) refraining from direct communication with any court, tribunal or other decision-making body and any other party involved in a **claim against you**, an **investigation** or **inquiry**, or an allegation made by **you** without, or contrary to, approval or advice from **us** or **our** legal representatives;
- h) attending court, **investigations**, **inquiries** and other hearings for the purpose of giving evidence or assisting **our** legal representatives;
- i) undergoing medical and other examinations;
- j) seeking **our** consent, or advice from **our** legal representatives, in relation to and before communicating with other persons or entities involved in a **claim against you**, an **investigation** or **inquiry** or an allegation pursued by **you**; and
- k) complying with **our** requests for information, including for evidence of **gross annual billings** and other financial information.

38. **You** agree to waive any legal professional privilege to the extent only that the privilege would otherwise prevent any legal representative appointed by **us** from disclosing information to **us**.

### Prevention of Loss

39. **You** must not, without **our** prior written consent:

- a) admit liability for a **claim against you** or potential **claim against you**; or
- b) do or not do anything which may compromise **us**, including **our** ability to defend **you** against a **claim against you** or potential **claim against you** or assist **you** in an **investigation** or **inquiry**; or
- c) make any payment or settlement, or offer of payment or settlement, of any **claim against you** or potential **claim against you**; or
- d) surrender any right to, or settle any claim by **you** against another for, contribution, indemnity or recovery in respect of which **we** may be liable to cover **you**.

40. **You** must use all reasonable measures to avoid or reduce any liability under the Policy.

### Alteration of risk

41. **You** must give **us** notice as soon as practicable of any material alteration in the risk during the **period of insurance**, including without limitation:
- a) any change in the nature or extent of **your** practice or the services **you** provide;
  - b) the provision of services which differs from **your field of practice**;
  - c) any change in **your gross annual billings**;
  - d) **your** registration ceases or in any way changes including, without limitation, the imposition of any conditions; or
  - e) **you** retire or cease practice.

**We** may but are not obliged to (either during the **period of insurance**, or upon renewal), insure the altered risk. If **we** do decide to insure the altered risk **we** can, among other things, (to reflect the change in risk) adjust the premium that **you** are liable to pay and amend the terms of **your** Policy.

If **we** decide to increase the premium, **you** must pay **us** the increased premium within 30 days of **our** tax invoice to **you**. **We** may also decide to reduce the premium.

Failure to notify **us** of any alteration may result in **us** exercising rights including refusing to pay **your** claim.

## Proof of Billings

42. If **we** request it, **you** must provide **us**, **within 30 days of our request**, independent evidence (such as an accountant's report) of **your gross annual billings** for the **period of insurance**. If **your gross annual billings** are greater than the range shown in **your field of practice** (or as otherwise declared by **you**), **we** will be entitled to exercise rights against **you** including: cancellation of the Policy, charging further premium, recovering additional premium from **you** which, as a result of the variance in **your gross annual billings**, becomes owed to **us**; charging an amount that reasonably compensates **us** for costs (including administration costs) associated with calculating, charging and recovering the premium.

If **you** do not provide the evidence within 30 days after **our** request, **we** may cancel **your** Policy.

**Your** obligations under this clause, including **our** entitlement to adjust the premium, continue after the termination, expiration or cancellation of the Policy. **You** agree that **we** are entitled but not obliged to conduct an audit of **your gross annual billings** and an audit that **your** practice is consistent with **your field of practice** (or as otherwise declared by **you** to **us**).

Note: How to calculate your gross annual billings is contained in the Risk Category Guide, in section 1 of this booklet.

## What we can do

### Allocation of defence costs

43. If a **claim against you, investigation** or **inquiry** or other matter includes both allegations in relation to which **you** are entitled to cover under **your** Policy and allegations in relation to which you are not entitled to cover under **your** Policy, **we** will pay only that proportion of costs or legal costs which are attributable to the covered allegations.

**We** will determine in **our** absolute discretion the allocation of costs or **legal costs** between the covered allegations and the uncovered allegations and will inform **you** of **our** determination in writing. In determining the allocation of costs or **legal costs**, **we** will have regard to the proportion which that part of the **claim against you, investigation, inquiry** or other matter consisting of covered allegations bears to the whole of the **claim against you, investigation, inquiry** or other matter.

## Our right to the conduct and control of proceedings

44. **You** agree that:

- a) **we** have the right to conduct and control all matters that **we** agree to cover under **your** Policy, including their investigation, defence, pursuit, avoidance, reduction, settlement and, subject to clause 45, any appeal as **we** see fit;
- b) **we** have the right to appoint legal representatives with respect to such matters;
- c) **we** may do so in **your** name; and
- d) **you** must not incur legal costs without our written consent.

**We** will not admit liability for or settle any **claim against you**, or resolve any **investigation, inquiry** or other matter without **your** prior consent, provided that **your** consent is not withheld unreasonably. In determining whether **your** consent has been withheld unreasonably, **we** can take into account any factor including but not limited to:

- i) the merits and prospects of success;
- ii) whether, even if successful, the outcome is likely to provide a substantial improvement to **you**; and
- iii) costs.

**We** may, but are not obliged to, seek legal advice.

If **you** do not consent to **our** settling a **claim against you**, or otherwise resolving an **investigation, inquiry** or other matter, **your** entitlement to cover for legal costs will cease and at **our** option:

- a) **we** will settle the **claim against you**, or resolve the **investigation, inquiry** or other matter; or
- b) **our** liability is limited to the amount **we** recommend in settlement and payment of **legal costs** up to the date that **we** recommended to **you** settlement of the **claim against you** or resolution of the **investigation, inquiry** or other matter.

## Appeals

45. If **you** are dissatisfied with the decision made by a court, board, tribunal or other decision making body in a matter in which **we** have covered **you** or advanced **legal costs** to **you** under **your** Policy, and **you** want to appeal against that decision, **you** must request **our** written approval within 14 days after the decision is handed down, or within such shorter period as would be reasonable having regard to the time limit for an appeal to be filed. **You** must do so in writing, setting out **your** reasons for wanting to appeal. **We** will inform **you** in writing whether or not **we** consent to pay **your legal costs** of the appeal.

**We** will not pay or incur, or continue to pay or incur, **legal costs** of **you** pursuing any appeal if **we**, in **our** absolute discretion consider that:

- a) such an appeal does not have reasonable prospects of success;
- b) even if successful, the outcome is unlikely to provide a substantial improvement for **you**; or

- c) for any other reason, including but not limited to **legal costs**, such an appeal should not be pursued.

**We** may, but are not obliged to, seek legal advice as to the merits, prospects of success and likely outcome of such an appeal.

**Our** decision to pay **your legal costs** of any appeal is final and at **our** complete discretion. If **you** decide to appeal without **our** consent, **we** will not pay any additional **legal costs** associated with the appeal or any further amount which may be an outcome of the appeal.

If **your** appeal is successful and **you** are entitled to a payment or refund of **legal costs** paid by **us** and/or any money that **we** paid the claimant, that payment or refund becomes a debt to **us** and **you** must forward that payment or refund to **us** less any legal fees and expenses **you** have incurred in the appeal.

The amount payable under the Policy in respect of any appeal is included in the relevant sublimit.

### Subrogation

46. If **we** make a payment under **your** Policy, **we** are subrogated to all of **your** rights of contribution and indemnity or recovery.

### Cancellation

47. **You** may cancel **your** Policy at any time by:

- a) contacting Member Services on 1800 011 255
- b) emailing [peaceofmind@mdanational.com.au](mailto:peaceofmind@mdanational.com.au); or
- c) writing to **us**.

If **you** cancel **your** Policy within the cooling off period of 21 days after it was issued to **you**, **your** premium will be refunded in full with no cancellation fee deducted.

If **you** cancel **your** Policy outside the cooling off period, a cancellation fee applies which is equivalent to 45 days' premium.

If **you** have paid **your** premium in full, **we** will deduct this cancellation fee from the refund. If **you** are paying the premium in instalments, **you** are still liable to pay the cancellation fee.

**We** will issue any refund directly to **your** nominated bank account or issue a refund cheque to **your** last known address or if instructed by **you** donate the amount to a registered charity identified within **our** Corporate Social Responsibility program.

There will be no refund of premium (but **our** rights to a cancellation fee are maintained) where:

- a) the total premium paid is \$20 or less; or
- b) **you** have notified a claim or potential claim under the Policy.

Within 30 days of cancellation **you** must pay to **us** any cancellation fee and any outstanding premium owing at the date of cancellation, failing which **we** may recover those amounts from **you** as a debt.

48. **We** may cancel **your** Policy by giving **you** three business days' written notice if:
- a) **you** fail to disclose or misrepresent to **us** any information that **you** know or could reasonably be expected to know was relevant to **our** decision to insure **you** and on what terms; or
  - b) **you** fail to comply with **your** duty of utmost good faith to **us**; or
  - c) **you** fail to comply with any provision of **your** Policy including but not limited to a condition or the provision to pay the premium and to pay the **deductible**; or
  - d) **you** are paying **your** premium by instalments and at least one instalment remains unpaid for over one month; or
  - e) **you** fail to comply with any provision of **your** Policy which requires **you** to notify **us** including **your** obligation to notify **us** of any change in the services **you** provide; or
  - f) **you** make a fraudulent claim under the Policy.

Within 30 days of cancellation **you** must pay to **us** any outstanding premium owing at the date of cancellation, failing which **we** may recover the outstanding premium from **you** as a debt.

### Recovery costs

49. **We** have the right to engage third parties to collect from **you** money **you** owe **us** and, subject to any relevant legislation, **you** must pay reasonable costs incurred in recovering that money.

## Governing law

50. Any dispute that arises between **you** and **us** under **your** Policy, relating to its construction, validity or operation will be subject to the law and jurisdiction of the Australian state or territory in which it is issued.

## Interpretation

51. A reference to a statute, regulation, code or other law or a provision of any of them or a professional body, or organisation includes any amendment or replacement of it and/or another regulation or other statutory instrument made under it or made under it as amended or replaced.
52. Under **your** Policy the masculine includes the feminine gender; neuter genders include any other gender; and the singular includes the plural and vice versa unless the context otherwise requires.





This Financial Services Guide (FSG) provides you with information about MDA National Insurance Pty Ltd ABN 56 058 271 417 (MDA National Insurance) to help you decide whether to use the financial services we provide.

It also explains:

- how MDA National Insurance, our staff and other parties are remunerated in relation to those services;
- other documents you may receive in relation to the provision of our financial products and services;
- how we safeguard your personal information; and
- details of our internal and external complaints handling procedures should you need them.

## Who are we?

MDA National Insurance is a general insurer authorised by the Australian Prudential Regulation Authority. We hold an Australian Financial Services Licence Number 238073 and are authorised to provide financial product advice and claims handling and settling services in relation to, and deal in, general insurance products. We are a wholly owned subsidiary of MDA National Limited ABN 67 055 801 771 (MDA National).

## Who do we act for?

MDA National Insurance acts on its own behalf as an insurer. We do not act on your behalf.

## What financial services and products do we offer?

We currently offer the following professional indemnity insurance products:

- Professional Indemnity Insurance Policy
- Practice Indemnity Policy
- Dental Indemnity Policy
- Run-off under the Run-off Cover Scheme (ROCS)

Our Professional Indemnity Insurance Policy is only available to Members of MDA National, with limited exceptions. MDA National Insurance does not provide financial services and products from related or non-related product providers.

## How can you do business with us?

You can obtain the financial services we offer through trained employees of MDA National Insurance.

They can help you apply for our products and may also give you general financial product advice in relation to these products. When giving general financial product advice our employees will not take into account your personal objectives, financial situation and needs. We may give personal financial product advice in limited situations.

## How are we remunerated for the services we provide?

We charge a premium for our financial products.

The Commonwealth Government pays us an administration fee to reimburse the costs of administering the Premium Support Scheme (PSS) and the ROCS. These fees may be based on the number of Policyholders and/or Members and are not based on any premium amount. No fee paid to us relating to the PSS or ROCS is deducted out of premiums or any monies paid by Policyholders.

You can give us instructions by telephone, in writing, in person, by email or via our website. In some cases, however, before we provide our products we may require written confirmation and the return of specific documents and completed forms.

## How are our employees remunerated for services provided?

The employees of MDA National Insurance who provide our services to you do not receive specific payments or commissions for giving that service. These employees receive salaries.

## When and how do we pay other parties?

If you acquire our financial products through an approved broker, we will pay that broker a commission of up to 15% of the total premium and subscription paid by you. We may pay referral fees to third parties who refer business to us as a lump sum amount or a percentage of the total premium. We receive the total premium paid by you and pay commissions and referral fees in a separate transaction back to the broker or third party.

## How do we safeguard your privacy and personal information?

As part of our commitment to the protection of your privacy, we support, are bound by and comply with the Privacy Act 1988 (Cth) as amended, which contains the Australian Privacy Principles.

### Collection of personal information:

We collect and hold your personal information to provide you with appropriate products and services. We collect, hold, use, disclose and manage personal (including sensitive) information in order to:

- assess, approve, issue and administer membership and your Policy;
- obtain and maintain reinsurance;
- provide assistance, support, education;
- analyse data;
- assess and investigate any circumstances, claims or incidents that you notify to us under the Policy;
- handle your claims under the Policy;
- comply with legislative or regulatory requirements;
- administer Government Schemes; and
- market and provide our products to you and improve the delivery of our products and services.

We use a range of physical and electronic security measures to protect the personal and sensitive information we hold to comply with the Privacy Act and the Australian Privacy Principles.

We may also use your information for marketing and promotional purposes, but you can opt out of receiving such marketing communications at any time by contacting Member Services on 1800.011 255 or via email at [peaceofmind@mdanational.com.au](mailto:peaceofmind@mdanational.com.au).

### Disclosure of personal information:

We may disclose your personal information to other entities in the MDA National Group. Additionally, we may also disclose your personal information to third parties, such as agents, brokers, other insurers, reinsurers, solicitors, actuaries, regulatory bodies, tribunals, courts, and debt collection agencies.

Some of these third parties who assist us in managing and administering our business may be located outside Australia. Personal information that we may send overseas includes, but is not limited to, information on claims and cases under your Policy.

We take reasonable steps to ensure that information disclosed to, and stored by these third parties are consistent with the Australian Privacy Principles and only use it for the purposes for which it was provided.

### **Access, correction and complaints about personal information:**

We will take reasonable steps to ensure that the information we hold about you is accurate, complete, and up-to-date. You have the right to access and correct the personal information we hold about you. If you would like to request access to or update your information, please contact us.

Your benefits of Membership and cover under your Policy may be compromised if you:

- refuse to provide information;
- provide inaccurate information; or
- refuse the use or disclosure of information.

You can download the most current version of our Privacy Policy from our website at **mdanational.com.au** or contact our Member Services team on **1800 011 255** to obtain a copy. If you have any concerns about our handling of your personal information please contact us.

## **What to do if you want to make a complaint**

We are committed to dealing openly with all of our Policy holders and we will endeavour to resolve any complaint quickly, efficiently and fairly. We view complaint resolution as an important part of our continuous improvement process.

A complaint is an expression of dissatisfaction made to or about us, relating to our products or services, staff or the handling of a complaint, where a response or resolution is explicitly or implicitly expected or legally required.

### **(i) Internal dispute resolution**

In our experience, most issues can be resolved by contacting one of our staff. If you do not wish to take up a matter directly with staff, please contact our Complaints Officer by:

**Phone:** 1800 011 255 (Freecall)

**Fax:** (08) 9415 1492

**Email:** [complaintsofficer@mdanational.com.au](mailto:complaintsofficer@mdanational.com.au)

**In writing:** PO Box 445 WEST PERTH WA 6872

We will respond to you with a decision within 15 business days provided we have all the necessary information and have completed any required investigation. If you are satisfied with our response, the matter will be considered resolved. If you are not satisfied with our response and wish to pursue the matter further you may wish to refer your complaint to the external dispute resolution scheme to which we belong.

### **(ii) External dispute resolution**

If you are not satisfied with the outcome of our internal dispute resolution process, you can refer the dispute to the Australian Financial Complaints Authority (AFCA).

AFCA is an independent and impartial national body established to handle enquiries and complaints and to resolve disputes between consumers and their financial services provider. Its service is free to consumers.

AFCA will review a complaint by you or an insured person only if you or the insured person have first gone through our internal complaints and dispute resolution process and the matter to which the complaint relates is within AFCA's Rules.

There may be categories of complaints that AFCA must exclude but it will review complaints about claims made by you under the Policy arising from health care incidents as prescribed by the *Medical Indemnity (Prudential Supervision and Product Standards) Act 2003* (Cth) and complaints about premium and risk surcharge. Please note that AFCA is not able to consider matters relating to the Membership of MDA National.

For more information about AFCA and the types of matters it can resolve, visit its website at [www.afca.org.au](http://www.afca.org.au) or contact our Complaints Officer. Online complaint forms are available on the AFCA website.

You can contact AFCA by:

**Phone:** 1800 931 678 (Free call)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Website:** [www.afca.org.au](http://www.afca.org.au)

**In writing:** GPO Box 3 MELBOURNE VIC 3001

## Further information and updates

This FSG is issued 10 May 2024 and applies to financial services provided on or after that date. Please check our website [mdanational.com.au](http://mdanational.com.au) for updates.

We are required to provide NSW medical practitioners applying for insurance with the following extract from the Insurance Regulation Order made pursuant to the Act.

**SECTION 5 —**  
NSW HEALTHCARE  
LIABILITY ACT 2001

# Insurance Regulation Order 2006

## Part 2 – Decisions concerning individual cover

### Division 1

#### 1. Preliminary

- 1) For the purposes of this Part a refusal to provide approved insurance includes:
  - i) not accepting an offer to enter into a contract for such insurance; or
  - ii) cancelling a contract for such insurance; or
  - iii) not renewing such insurance; or
  - iv) not offering such insurance.

#### Copy of requirements of this Part to be provided to practitioners

- 2) An insurer must provide an applicant for approved insurance or an existing policyholder with a copy of the conditions the insurer must comply with under this Part.

#### Provision of claims history upon request by practitioner

- 3) An insurer, within ten working days of receiving a written request from a medical practitioner who:
  - a) is covered by approved insurance by the insurer; or
  - b) within the immediately preceding six years has been covered by professional indemnity insurance by the insurer, must provide to the medical practitioner his or her record of claims history for whichever is the lesser of the following periods:
    - i) the most recent six year period of the insurance cover; or
    - ii) the total period that the insurer has provided professional indemnity insurance to the practitioner.

### Division 2 – Existing policyholders

#### 2. Decisions concerning individual cover

- 1) During the period that an adverse decision applies to an existing policy holder, access to risk management activities, which have the purpose of assisting the policyholder to reduce his or her individual claims risk, are to be offered or facilitated by the insurer.

#### Withdrawal of cover

- 2) An insurer must not refuse to provide approved insurance to an existing policy holder:

- a) who has been registered as a medical practitioner for a period of less than three years and who has not previously had his or her name removed from the medical register following disciplinary proceedings; or
  - b) who has held specialist qualifications recognised under the Health Insurance Act for a period of less than three years and who has not previously had his or her name removed from the medical register following disciplinary proceedings; or
  - c) in the case of a medical practitioner to whom paragraph (a) or (b) does not apply, unless the medical practitioner has an incident and claims history the insurer considers warrants such a decision.
- 3) Sub clause (2) does not apply where an insurer refuses to provide approved insurance:
- a) for a reason which is of similar kind to a reason that enables the cancellation of a contract of general insurance, or the avoidance of a claim or policy, in accordance with the relevant provisions of the Insurance Contracts Act; or
  - b) for a reason which relates to a breach or non-observations by the medical practitioner of the terms and conditions of the relevant insurance policy, or the non-payment of the relevant premium; or
  - c) because the insurer ceases to engage in the business of providing professional indemnity insurance to non-exempt medical practitioners.
- 4) For the purposes of this clause a decision by an insurer to charge a medical practitioner a premium which is at least twice the premium charged by the insurer to all, or a majority of, medical practitioners of the same premium category is taken to be a decision to refuse to provide approved insurance.

### **3. Proper notice and explanation**

- 1) Subject to clause (4) of this Part, an insurer must not (whether upon renewal or otherwise), because of the incident and claims history of an existing policy holder, make an adverse decision in respect of the approved insurance of the policy holder or a decision to refuse to provide approved insurance to the policy holder, unless the insurer:
- a) in the case of any adverse decision, has given the policy holder 28 days' written notice prior to the decision taking effect; or
  - b) in the case of a decision to refuse to provide professional indemnity insurance, has given the policyholder two months' written notice prior to the decision taking effect, together with a copy of the claims history specified at clause 1(3) of this Part.
- 2) Prior to giving such notice under sub clause (1)(a) the insurer must:
- a) give the relevant medical practitioner a reasonable opportunity to discuss the proposed decision and the reasons for it with the insurer, and



- b) take into account any matters raised by the medical practitioner in the course of those discussions.
- 3) If requested by the relevant medical practitioner, the insurer must provide to him or her a written explanation of the reasons for its refusal to provide approved insurance.
- 4) This clause does not apply where an insurer upon renewal of professional indemnity insurance continues to give effect to an adverse decision made prior to the insurance being renewed.
- 5) For the purposes of this clause a decision by an insurer to charge a medical practitioner a premium which is at least twice the premium charged by the insurer to all, or a majority of, medical practitioners of the same premium category is taken to be a decision to refuse to provide approved insurance.

#### **4. Opportunity for consideration by Medical Board at practitioner's election**

- 1) This clause applies to a refusal to provide approved insurance because of the incident and claims history of an existing policyholder.
- 2) For the purposes of this clause a decision by an insurer to charge a medical practitioner a premium which is at least twice the premium charged by the insurer to all, or a majority of, medical practitioners of the same premium category, is taken to be a decision to refuse to provide approved insurance.
- 3) If within 28 days of receiving notice of a decision to refuse to provide approved insurance in respect of an existing policyholder, the policyholder:
  - a) authorises the insurer, in writing, to notify the Medical Board of any matter which forms the basis of the decision and to provide to the Medical Board information and documentation relevant to such matter; and
  - b) authorises the Medical Board, in writing, to provide to the insurer a copy of its advice to the practitioner as to the outcome of any such notification, if made, and in those cases where the Medical Board refers a matter to an Impaired Registrants Panel or for assessment under Part 5A of the Medical Practice Act 1992, copies of any relevant decisions, reports and recommendations arising from the referral, an insurer is to forward the relevant information to the Medical Board.
- 4) If an insurer is authorised to forward information to the Medical Board under sub clause (3), an insurer is not to give effect to the decision to refuse to provide professional indemnity insurance pending whichever of the following occurs first:
  - a) the expiration of a period of three months from the date of forwarding the relevant information pursuant to sub clause (3); or
  - b) receipt and consideration by the insurer of copies of the information referred to under sub clause (3)(b).
- 5) If such matters are the subject of a referral to an Impaired Registrants Panel or form the basis of a referral for assessment under Part 5A of the Medical Practice Act 1992, the insurer is to:

- a) review its decision (whether or not it has already given effect to that decision) following receipt and consideration by the insurer of any reports and recommendations arising from the referral, and of advice of any action taken by the Medical Board consequent upon those reports and recommendations; and
  - b) take reasonable steps to advise the relevant practitioner of the outcome of that review.
- 6) Nothing in this clause prevents an insurer from charging a premium of an amount that does not constitute a refusal to provide approved insurance under sub clause (2) pending receipt of the Medical Board's advice or the expiration of three months, whichever first occurs, in accordance with sub clause (3).

## Division 3 – New Applicants

### 5. Decisions concerning individual cover

- 1) In this clause a refusal of an application for approved insurance includes a decision to not accept an offer to enter into a contract for such insurance.

#### Newly qualified practitioners

- 2) An insurer must not make a significant adverse decision in respect of an application for approved insurance from a medical practitioner who has not previously held professional indemnity insurance with that insurer:
  - a) if the applicant has been registered as a medical practitioner for a period of less than three years and has not previously had his or her name removed from the medical register following disciplinary proceedings; or
  - b) if the applicant has held specialist qualifications recognised under the Health Insurance Act for a period of less than three years and has not previously had his or her name removed from the medical register following disciplinary proceedings.

#### Refusal of cover

- 3) Before giving effect to a decision to refuse an application for approved insurance from a medical practitioner an insurer must give the medical practitioner a reasonable opportunity to discuss the proposed decision and the reasons for it with the insurer.
- 4) If requested by a medical practitioner whose application for approved insurance is refused, the relevant insurer must provide him or her with a written explanation of the reason for its refusal.

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