

Important notification

Your policy has been updated since your last renewal

This notification applies to members who are insured and renewing their Practitioner Indemnity Insurance Policy on or after 1 January 2023.

We have updated our Practitioner Indemnity Insurance Policy (Policy), which will form the basis of your contract with us, effective on or after 1 January 2023.

Summary of changes to your cover

Practitioner Indemnity Insurance Policy: Current (Version 10.0 effective 1 Jan 2022)	Practitioner Indemnity Insurance Policy: New (Version 11.0 effective 1 Jan 2023)
<p>Clause 4.1 e) Telehealth activities</p> <p>4.1 We will cover you for amounts that you become legally liable to pay as compensation for civil liability, including legal defence costs, in respect of claims, arising from healthcare provided by you, made against you in the policy period:</p> <p>e) Telehealth activities</p> <p>by your patient in relation to you providing telehealth where:</p> <ol style="list-style-type: none"> i. you and the patient were in Australia at the time the telehealth was provided; ii. there was a pre-existing clinical relationship with the patient and you were outside of Australia at the time the telehealth was provided, but only if you had been outside Australia for less than 120 days in the aggregate during the policy period and the patient is in Australia; iii. there was a pre-existing clinical relationship with the patient and the patient was outside of Australia for less than 90 days at the time the telehealth was provided; or iv. you are in the pathologist or radiologist category of practice and the claim arises out of analysing samples and providing a medical opinion, where the sample has been received from a country outside of Australia. <p>What you are not covered for under telehealth activities:</p> <p>Any claims that:</p> <ol style="list-style-type: none"> v. arise as a result of analysing results and providing opinions for genomic, embryonic or foetal screening and testing where the sample has been received from a country outside of Australia; or vi. involve proceedings brought against you in a court or other body outside of Australia or which apply the laws of a country other than Australia. <p>Important note: Please contact us if you require cover for telehealth activities not already covered by this policy.</p>	<p>4.1 We will cover you for amounts that you become legally liable to pay as compensation for civil liability, including legal defence costs, in respect of claims, arising from healthcare provided by you, made against you in the policy period:</p> <p>e) Telehealth activities</p> <p>by your patient in relation to you providing telehealth where:</p> <ol style="list-style-type: none"> i. you and the patient were in Australia at the time the telehealth was provided; ii. there was a pre-existing clinical relationship with the patient and you were outside of Australia at the time the telehealth was provided, but only if you had been outside Australia for less than 120 days in the aggregate during the policy period and the patient is in Australia; iii. there was a pre-existing clinical relationship with the patient and the patient was outside of Australia for less than 90 days at the time the telehealth was provided; or iv. you are in the pathologist or radiologist category of practice and the claim arises out of analysing samples and images and providing a medical opinion, where the sample or image has been received from a country outside of Australia. <p>What you are not covered for under telehealth activities:</p> <p>Any claims:</p> <ol style="list-style-type: none"> v. that arise from healthcare provided based on the electronic transmission of medical images and/or patient data (including through the completion of online questionnaires and/or text-based chat) including the provision of a prescription, or a medical certificate, or a pathology request, or a radiology request, or a referral to a health practitioner, by you without a previous in person medical consultation other than where: <ol style="list-style-type: none"> a. the service is provided to a patient who is currently a hospital inpatient or in a hospital emergency department, providing you are practising in accordance with all accreditation requirements of that hospital; or

- b. an in person medical consultation has been performed by another medical practitioner and you have a written agreement with the medical practitioner and/or the medical practice where the in person medical consultation took place and you have access to all patient medical records held by the medical practitioner and/or the medical practice; or
- c. if you are in the pathologist or radiologist category of practice as shown on your policy schedule.

- vi. that arise as a result of analysing results and providing opinions for genomic, embryonic or foetal screening and testing where the sample has been received from a country outside of Australia; or
- vii. that involve proceedings brought against you in a court or other body outside of Australia or which apply the laws of a country other than Australia.

Important note: The provision of telehealth is subject to the same standards of care as the provision of in person healthcare. Please contact us if you require cover for telehealth not already covered under this policy.

14.17 Outside of Australia

14.17 Outside of Australia

any healthcare provided by you outside Australia, or court or other proceedings that are brought or held outside Australia, except as provided for by the 'where you are covered' section of the policy.

14.17 Outside of Australia

any healthcare provided by you outside Australia, or court or other proceedings that are brought or held outside Australia, except as provided for by the 'where you are covered' and 'telehealth 4.1 e)' section of the policy.

New clause regarding 'updates to your policy' - page 26

Not applicable

Updates to your policy

Information in this PDS might change. If the change is not adverse to you, we may update the information without notifying you. For all other changes, we'll issue a supplementary PDS or a new PDS at renewal. All changes (whether adverse or not adverse) will be made available on our website. You can also request an up-to-date paper or electronic copy at no charge by us.

Cover is subject to the terms, conditions, exclusions and limit of your Policy. You should read the Practitioner Indemnity Insurance Policy Product Disclosure Statement and Policy Wording, Policy Schedule and Renewal Notice for the full details of cover the new policy provides.

Changes to Section 6 - Category of Practice Guide

We have also updated our categories of practice to ensure it covers the healthcare you provide. These changes will be effective on or after 1 January 2023.

Some key changes include:

- **Cosmetic procedure category** - to exclude procedures and treatment to genitalia
- **Surgeon Plastic, Reconstructive and Cosmetic category** - to remove cosmetic penile procedures such as lengthening and thickening
- **Surgeon Urology category** - to remove urologists who perform such procedures should select cosmetic practice.

avant.org.au/practitioners | 1800 128 268
memberservices@avant.org.au

