

Intern/RMO1 Indemnity Insurance Policy

Product Disclosure Statement (PDS)



Version 3.0
1 January 2022

Supplementary Product Disclosure Statement (PDS)

This is a supplementary product disclosure statement (SPDS) issued by Avant Insurance Limited ABN 82 003 707 471. This SPDS supplements the following Product Disclosure Statement (PDS):

- Avant Intern/RMO1 Indemnity Insurance Policy version 3.0.

This SPDS must be read together with the PDS that you hold and any other SPDS we have given you or give you for your PDS.

Amendments effective 1 July 2022 are shown below.

Amendment to the PDS

In your PDS, the section 'We will appoint the lawyer or other person', is replaced with:

'We will appoint the lawyer or Other Person

We will appoint the lawyer or other person to provide services to us for the benefit of you. It is a limited retainer. When we appoint the lawyer or other person, we do so in our own capacity and not as an agent for you and only to act in the matter relating to the claim, proceeding, investigation, complaint or inquiry for which they are appointed.

The lawyer or other person appointed by us supplies services to us and not to you for the purposes of the Goods and Services Tax (GST). We are entitled to claim a GST input tax credit on services supplied by the lawyer or other person.

We do not accept any responsibility for anything done or not done by the lawyer or other person. He or she is not our agent or employee. We make no representation of any kind about the lawyer's or other person's ability.

We are entitled to appoint Avant Law Pty Ltd (ACN 136 429 153), being a related body corporate of the insurer, to represent you in any proceeding.

In your PDS, the section 'Other things of which you must notify us', is replaced with:

Other things of which you must notify us

You must notify us in writing as soon as practicable and in writing, of:

- a) any facts or circumstances of which you became aware of that could lead to a claim; and
- b) any civil or criminal action, prosecution, inquiry, inquest, investigation or complaint, judgment, appeal or tax audit brought or made by a registration board, tribunal, complaints unit, criminal court, civil court, coronial court, Medicare or the Australian Taxation Office directly relating to your practice as a healthcare professional.

If you do not notify us of the matters set out above as soon as practicable and in writing, you may not be covered under the policy and your right to indemnity may be prejudiced.

In your PDS, the definition of 'Legal defence costs', is replaced with:

Legal defence costs

The necessary and reasonable costs, which are incurred by us through our appointed lawyers, of investigating, defending or settling a claim made against you and covered by this policy.

In your PDS, the definition of 'Legal fees and other expenses', is replaced with:

Legal fees and other expenses

The necessary and reasonable fees and other expenses, which are incurred by us through our appointed lawyers, in the defence, pursuit, conduct of or response to matters covered by Part B of this policy.

The PDS is unchanged except as indicated above.

avant.org.au/intern-rmo1
1800 128 268



Welcome to Avant

Thank You for choosing Avant to provide Your medical indemnity insurance.

Your Intern/RMO1 Indemnity Insurance Policy and Avant membership offers so much more than insurance. Avant membership provides exclusive access to our Medico-legal Advisory Service (MLAS) available 24/7 (after hours and on weekends in emergencies) and Avant Law.

With an Intern/RMO1 Indemnity policy, You can have the confidence of knowing it's a Policy that's continually evolving to meet Your needs and the ever-changing regulatory environment.

We have relied on the information You have provided Us to make this offer, so it is important to let Us know of any corrections or changes to this information.

This product disclosure statement (PDS) and policy booklet is designed to assist You in making an informed choice about whether Our product meets Your insurance requirements. It sets out what We will and won't cover You for, and under what conditions. Please contact Us about anything in this document.

Some of the words used in this PDS are specifically defined in the Definitions section on page 27.

Who is the insurer?

Avant Insurance Limited ABN 82 003 707 471 AFS Licence 238 765 is the insurer and the issuer of this Policy. Avant Insurance Limited is a wholly owned subsidiary of Avant Mutual Group Limited ABN 58 123 154 898.

Who can apply for this Policy

You can apply if You have either of the following category of practice:

Intern

You are a new graduate and provisionally registered with the Australian Health Practitioner Regulation Agency, who is engaged in the first year of an internship at a public hospital or government-funded placement.

Includes:

- private work ONLY where it forms part of the training program; and
- volunteer work (such as providing unpaid services to a local sports team) that is consistent with Your qualifications and experience.

Excludes:

- private practice outside of the training program.

Resident Medical Officer (2nd postgraduate year) (RMO1)

You are a non-specialist medical practitioner who is in Your second postgraduate year, employed and indemnified by a public teaching hospital or government funded placement.

Includes:

- private practice and locum work consistent with qualifications and experience;
- surgical assistance to a FRACS qualified surgeon; and
- volunteer work (such as providing unpaid services to a local sports team) that is consistent with Your qualifications and experience.

Excludes:

- private practice in obstetrics or cosmetic treatments;
- telehealth services outside of Your training program; and
- surgically assisting surgeons for cosmetic procedures where the primary Medical Practitioner does not hold FRACS.

Your cover

We provide medical indemnity insurance to You as a Healthcare Professional for civil liability claims associated with Healthcare and unpaid Healthcare Incidents.

We cover You for Legal Fees and Expenses for disciplinary, coronial and criminal proceedings and investigations. We also cover You for Legal Fees and Expenses for other actions complaints and inquiries.

Cover is subject to the terms, conditions, exclusions and limits of this Policy.

Type of insurance

Claims made insurance

This is a Claims made Policy. This means that You are covered for Claims made against You and notified in writing to Avant during the Policy Period. You need a current insurance Policy to protect yourself against Claims made by patients and other third parties at the time the Claim is made, rather than when the Incident leading to the Claim occurred.

What we insure

- Civil liability
- Disciplinary and other matters that arise in connection with Your provision of healthcare
- Communicable disease cover
- Personal expenses cover

What we pay

The most We will pay for any one Claim or Request for Indemnity under this Policy, and in aggregate for all Claims in the Policy Period, is the maximum sum insured listed on Your Policy Schedule.

Please also refer to the sub-limits on page 8 and throughout this policy wording.

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1. Key details about Your Policy

Product Disclosure Statement

The Product Disclosure Statement (PDS) sets out the cover that is provided by the insurance product. You should read it carefully.

This PDS will assist You in making an informed choice about whether this product meets Your insurance requirements.

Your complete Policy comprises of this PDS, any supplementary PDS We have provided to You and Your Policy Schedule.

Your Policy is subject to the terms, conditions, exclusions, and sub-limits contained in these documents. Please contact Us if You would like a copy of any of Your Policy documents.

We will issue Your Policy Schedule to You subject to the acceptance of Your application. Your Policy Schedule sets out any special conditions which may apply to You, Your Policy Period, personal details, Your Category of Practice, sums insured, sub-limits, Deductibles, Retroactive Date, Run-off Period and any optional covers.

How much will Your Policy cost?

The Policy is offered free of charge to any Intern/RMO1 members of Avant, subject to the acceptance of Your application. To determine whether You are an Intern/RMO1, please refer to our Category of Practice Guide which is available on the website.

Your duty of disclosure

Under the *Insurance Contracts Act 1984 (Cth)*, before You enter into a contract of insurance with Us You have a duty to disclose every matter that You know, or should reasonably be expected to know that could affect Our decision to insure You and on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate Your insurance Policy with Us.

Disclosure is not limited to matters applying to You under Your insurance contract with Us, but includes other past businesses or private insurances. However, You do not have to tell us about:

- a matter that diminishes the risk undertaken by Us;
- a matter that is considered to be common knowledge;
- facts that We know or should know in the ordinary course of Our business; or
- matters that We tell You We do not need to know.

If in doubt, You should disclose a matter to Us.

If You fail to comply with Your duty of disclosure, depending on the prejudice caused to Us by Your failure to comply, We may be entitled to:

- reject Your request for indemnity;
- reduce Our liability in respect of a Claim, complaint or matter; and/or
- cancel Your Policy.

If Your non-disclosure is fraudulent, We may void the Policy entirely (that is, We may treat the Policy as never being of any force or effect).

Run-off cover

Our run-off Policy provides run-off cover to eligible Medical Practitioners under the terms of this Intern/RMO1 Indemnity Insurance Policy but limits cover to Healthcare provided prior to the date they ceased practice and during the run-off period.

Government Run-off Cover Scheme (ROCS)

The Run-off Cover Scheme is run by the Commonwealth Government and provides free cover to eligible Medical Practitioners for Claims made against them after they cease practice. Medical indemnity insurers are required to give eligible Medical Practitioners ROCS cover on the same terms and conditions as the eligible Medical Practitioner's last medical indemnity cover held prior to becoming eligible for ROCS. The applicable policy version and the Run-off Period of cover will be noted on Your Policy Schedule.

All eligible Claims are administered by the insurer and reimbursed by the government's ROCS scheme.

You become eligible for ROCS when You:

- permanently retire from private medical practice;
- retired because of permanent disability;
- are on maternity leave;
- die (Your estate may be eligible for ROCS); or
- leave Australia after working as a Medical Practitioner under an eligible temporary visa.

If You cease to be eligible (for example, if You resume private medical practice after maternity leave or retirement) You will not be covered under ROCS for claims made against You or facts notified after You return to practice.

Run-off Policy cover prior to eligibility for ROCS

If You cease practice in Australia but do not meet the eligibility criteria for ROCS, You can take out paid Run-off Policy cover for Your past practice, until You resume practice or become eligible for ROCS.

Run-off Policy is available to Medical Practitioners who have been members of Avant or who had previously held professional indemnity insurance with Avant and:

- cease private practice; or
- cancel their professional indemnity insurance Policy for any other reason; and
- do not meet the eligibility criteria for ROCS.

The applicable policy version and the Run-off Period of cover will be noted on Your Policy Schedule.

To apply for cover, please contact Us.

2. What We cover

What You are covered for

How much We will pay

The maximum We will pay under this Policy for any one claim and for all claims in the aggregate in any Policy Period is \$20 million. This includes Legal Defence Costs. This amount is subject to the sub-limit as set out for Part B and C in the table below. Where more than one sub-limit applies to a Claim, We will apply the higher sub-limit. The sub-limits will be part of and not in addition to the maximum sum insured under this Policy.

Part A – Civil Liability Cover	The maximum amount We will pay for any one Claim and in the aggregate for all Claims in any one Policy Period.
Maximum sum insured for Claims including Legal Defence Costs incurred with Our consent and any claimant's legal costs that You have been ordered to pay	\$20 million
Division 1	Unpaid Healthcare Civil liability cover, including Legal Defence Costs, for certain specified unpaid Healthcare activities
Division 2	Healthcare Civil liability cover, including Legal Defence Costs, for specified paid and/or private Healthcare activities, where You are not otherwise indemnified by another party
Division 3	Public Patient cover (optional cover)
Part B – Legal Fees and Expenses Cover	The maximum amount We will pay for any one Request for Indemnity and in the aggregate for all Requests for Indemnity in any one Policy Period.
Division 1 – Cover for disciplinary, coronial and criminal proceedings and investigations	\$500,000 – sub-limit
Division 2 – Cover for other actions, Complaints, proceedings and inquiries	\$150,000 – sub-limit
The sub-limit set out below is in addition to the sum insured in Part A and Part B.	
Part C – Additional Cover	The maximum amount We will pay for any one Request for Indemnity and in the aggregate for all Requests for Indemnity in any one Policy Period.
Division 1 Communicable disease cover	\$125,000
Division 2 Personal expenses cover	\$20,000 (\$500 per day)

Part A: Civil Liability

Part A of the Policy provides professional indemnity insurance cover. You are automatically covered for Part A Division 1 and Division 2. You can extend Your cover to include the covers in Part A Division 3 by requesting this cover from Us and where they are specified on Your Policy Schedule.

Important note: If You hold a Run-off Policy, You will only be covered for Healthcare provided by You during Your Run-off Period.

1. Division 1 – Unpaid Healthcare

We cover You for amounts which You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You in the Policy Period in relation to unpaid Healthcare.

2. Division 2 – Healthcare

We cover You for amounts which You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You in the Policy Period in relation to Healthcare in private practice.

3. Division 3 – Public Patient (optional cover)

We cover You for amounts which You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You in the Policy Period in relation to Healthcare You provide to a Public Patient where You are not indemnified or entitled to be indemnified by a hospital, area health service, a government scheme, or another person for Public Patient care. You are not covered for any amount for which You are indemnified or entitled to indemnity (other than by this Policy) for Healthcare provided to a Public Patient. If You choose the optional cover it will be specified on Your Policy Schedule.

4. Automatic extensions – Part A

4.1 Unpaid Volunteer during extreme activities

We cover You for amounts which You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You in the Policy Period in relation to Unpaid Healthcare performed by You as an Unpaid Volunteer during extreme activities.

4.2 Breaches of privacy

We cover You for amounts that You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You in the Policy Period for actual or alleged breaches of privacy or confidentiality, where the act, error or omission occurred in connection with the provision of Healthcare or unpaid Healthcare.

4.3 Defamation

We cover You for amounts that You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You in the Policy Period by Your patient or Your patient’s family for actual or alleged defamation, libel or slander, where the act, error or omission occurred in connection with the provision of Healthcare or unpaid Healthcare.

4.4 Telehealth activities

We cover You for amounts that You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You in the Policy Period by Your patient or Your patient’s family in relation to You providing Telehealth.

Cover extended under this clause excludes Claims that:

- a) arise as a result of Telehealth provided to or in respect of a patient who is outside of Australia at the time of the Incident; or
- b) involve court or other proceedings brought against You in a court or tribunal outside of Australia or involving proceedings brought in a court or tribunal which is applying the laws of another country other than Australia.

4.5 Cover outside of Australia

Other than clause 4.4 (Telehealth activities), We cover You for amounts that You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You in the Policy Period in relation to Healthcare or unpaid Healthcare provided by You outside of Australia, or in relation to court or other proceedings that are brought or held outside of Australia, where:

- a) the period You were outside of Australia, whether or not You were practising, was less than 120 days in any Policy Period whether continuously or in aggregate; or
- b) You were participating as a trainee in a Healthcare Training Program for a period of less than 2 years; or
- c) the act was a Good Samaritan Act, for which You are covered worldwide.

Cover extended under subsections (a) and (b) of this clause excludes Claims that arise as a result of Healthcare or unpaid Healthcare provided by You in the United States of America (USA) or involving proceedings brought in a court or tribunal of the USA, or any court or tribunal which is applying the law of the USA.

This extension does not apply to clause 4.4.

4.6 Continuous cover

If You, before the Policy Period, first become aware of facts or circumstances that might give rise to a Claim or Request for Indemnity and You decide not to notify Us of these facts or circumstances, then, notwithstanding clause 5.16, We will cover You where:

- a) We continued without interruption to be Your professional indemnity insurer from the time You knew or ought reasonably to have known of the facts or circumstances that might give rise to a Claim or Request for Indemnity to the date You actually notified Us;
- b) had You decided to notify Us when You first became aware of the facts or circumstances, You would have been covered under the Policy in force at that time; and
- c) Your decision not to notify Us when You first became aware of the facts or circumstances was not fraudulent non-disclosure or fraudulent misrepresentation.

Our liability to indemnify You is limited to the extent We would have been obliged to indemnify You under the terms and conditions of the Policy in effect at the time You knew or ought reasonably to have known of the facts or circumstances that might give rise to a Claim or Request for indemnity. If We are obliged to indemnify You pursuant to this clause, We may reduce our liability to You by the amount of any prejudice We suffer as a result of Your decision not to notify Us at the time You knew or ought reasonably to have known of the facts or circumstances that might give rise to a Claim or Request for Indemnity.

4.7 Actions of others

We cover You for amounts that You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You which arise as a result of any care, treatment, advice, service or goods provided in respect of the physical or mental health of Your patient, that is associated with Your Category of Practice, by another person who You are observing, supervising, mentoring or teaching.

The other person (in the event this person is a Healthcare Professional) must hold their own professional indemnity insurance at all relevant times. For clarity, this clause does not indemnify any person who is not insured under the Policy.

4.8 My Health Record

We cover You for amounts for which You become legally liable to pay for civil liability, including Legal Defence Costs, in respect of Claims made against You in the Policy Period which arise as a result of an infringement or alleged infringement of a third party's intellectual property rights arising out of Your use of the My Health Records system.

5. Exclusions – Part A

There is no cover under Part A of the Policy for any Claim or Legal Defence Costs, which arise out of or in connection with:

- 5.1 Indemnified Healthcare or unpaid Healthcare**
any Healthcare or unpaid Healthcare for which You are entitled to be indemnified by Your employer, a hospital, area health service or government scheme or under another policy of professional indemnity insurance.
- 5.2 Public Patients**
any Healthcare or unpaid Healthcare involving Public Patients, other than Division 3 – Public Patient optional cover if specified on Your Policy Schedule.
- 5.3 Breach of registration or lack of qualifications**
any Healthcare or unpaid Healthcare You provide:
- which was provided when You were not registered as a Healthcare Professional and You were required to be so registered; or
 - which is in breach of terms, conditions, undertakings or limitations on Your registration as a Healthcare Professional; or
 - where You have not completed the recognised training for or lack the qualifications to provide such Healthcare.
- 5.4 Legal costs incurred without consent**
any legal costs and other costs that We do not incur on Your behalf or that are incurred by You without Our prior written consent.
- 5.5 Before Retroactive Date**
Healthcare or unpaid Healthcare provided before the Retroactive Date.
- 5.6 Corporate entity**
any corporate practice, collective practice including a partnership or association
- 5.7 Sexual, bullying or discriminatory conduct**
sexual harassment, sexual misconduct or any form of bullying or discriminatory conduct.
- 5.8 Public liability**
the ownership, use or occupation or state of premises, or the contents of such premises or anything done or omitted to be done in respect of the state of any premises owned, leased or occupied by You or the contents of such premises.
- 5.9 Property damage**
any physical loss of or damage to property, including loss of use of property.
- 5.10 Fines, penalties or punitive damages**
any punitive, aggravated or exemplary damages, fines or civil penalties.
- 5.11 Contractual liability**
any Claim under a contract, other than a contract to provide Healthcare or unpaid Healthcare, except to the extent that liability would have attached in the absence of such a contract.
- 5.12 Outside Category of Practice**
Healthcare or unpaid Healthcare (except for Good Samaritan Acts and acts in emergency situations) that was not normally associated with Your Category of Practice
- 5.13 Outside of Australia**
any Healthcare or unpaid Healthcare provided by You outside Australia, or court or other proceedings that are brought or held outside Australia, except as provided by clause 4.5.
- 5.14 Other Healthcare Professional**
any Healthcare provided by another Healthcare Professional, or any Claims made against You as a result of any association or arrangement You have with another Healthcare Professional, except as provided by clause 4.7.
- 5.15 Product liability**
the design, manufacture, distribution, promotion or sale of any goods or products.
- 5.16 Prior or pending Claim or circumstances**
any Claim or circumstances, except as provided by clause 4.6, which:
- You knew about or a person in Your position ought reasonably have thought might result in a Claim or allegation being made against You; or
 - You notified Us, or failed to notify Us, of before the Policy Period commenced; or
 - You notified or ought reasonably have notified to another insurer before the Policy Period commenced.
- 5.17 Intoxication**
the provision of any Healthcare or unpaid Healthcare while You are under the influence of an intoxicant, narcotic or other drugs affecting or which may affect neuro-cognitive competence.
- 5.18 Transmission of contagious disease**
the transmission of a contagious disease or virus by You if You knew or should reasonably have known or suspected that You were carrying the disease or virus.

5.19 War or terrorism

any liability, loss, damage or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any of the following.

- a) act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense; or
- b) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war; or
- c) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power. This exclusion does not apply to a Claim which arises from the treatment of a person or persons affected by any act of war or terrorism.

5.20 Criminal or dishonest act

any criminal or dishonest act or omission or deliberate or wilful breach of any statute contract or duty of care by You.

5.21 Radioactive materials

radioactive materials of any type except when used in the ordinary course of radiotherapy, radiology or nuclear medicine.

5.22 Inappropriate practices

You engaging in inappropriate practice within the meaning of the *Health Insurance Act 1973 (Cth)*.

5.23 Capacity as director, trustee or manager

Your duties or liability as a past or current director, secretary, officer, principal, committee member, manager, trustee, auditor, receiver, treasurer, liquidator, or employee of a body corporate or association.

5.24 Asbestos, pollution or intellectual property

asbestos or pollution or the infringement of any type of intellectual property except as provided by clause 4.12.

5.25 Defamation

Defamation except as provided by clause 4.3.

5.26 Clinical Trial

Healthcare You provide within a Clinical Trial, where that trial is not specified on Your Policy Schedule.

Part B: Legal Fees and Expenses Cover

You are automatically covered under Part B for Legal Fees and Expenses that We incur with the lawyer or Other Person up to the sub-limits specified in Your Policy Schedule for the defence or pursuit of matters arising from Healthcare or unpaid Healthcare set out in Divisions 1 and 2 of Part B when the matter or proceedings are commenced and notified to Us in the Policy Period.

6. Division 1 – Cover for disciplinary, coronial and criminal proceedings and investigations

We cover Legal Fees and Expenses that We incur with the lawyer or Other Person in relation to:

- a) defending a prosecution, responding to a commission, inquiry, inquest, investigation or Complaint brought by or before a registration board, tribunal or complaints unit; or
- b) defending or responding to a criminal inquiry, investigation or proceeding; or
- c) a coronial inquiry or inquest,

arising from the provision of Healthcare by You or Your practise as a Healthcare Professional and commenced and notified to Us in the Policy Period.

We will also cover You for any legal costs You may be ordered to pay by a court or tribunal in relation to the above matters.

7. Division 2 – Cover for other actions, Complaints, proceedings and inquiries

We cover Legal Fees and Expenses that We incur with the lawyer or Other Person in relation to any of the following actions, Complaints, proceedings and inquiries arising from Healthcare provided by You and commenced and notified to Us in the Policy Period:

7.1 Inappropriate practice defence

defending a civil or criminal action or responding to an investigation or Complaint or appearing at an inquiry or interview related to an allegation of inappropriate practice within the meaning of the *Health Insurance Act 1973 (Cth)* and brought or made under that Act (including a Medicare Australia audit or inquiry).

7.2 Health or medical benefit fund defence

defending a prosecution or responding to an inquiry brought by a health or medical benefit fund.

7.3 Employer or VMO disputes

- a) pursuing or defending a Complaint as a result of a dispute with Your former, current or proposed employer or any other person by whom You were, are or will be engaged as a Healthcare Professional that relates to the contract or proposed contract by which You were, are or will be engaged as a Healthcare Professional (including a Complaint under discrimination laws); and
- b) pursuing or defending a Complaint relating to a contract or proposed contract between a hospital and You relating to Your engagement as a visiting Medical Practitioner (including a Complaint under discrimination laws).

7.4 Motor licence defence

defending a prosecution for a motor vehicle driving offence which arises out of or is directly related to Your provision of Healthcare to a patient in an emergency where, if convicted, You may lose Your driving licence or Your driving licence may be suspended.

7.5 Defamation pursuit

pursuing a Complaint against another person who is not a Healthcare Professional where it is alleged that in the course of Your practice as a Healthcare Professional You were defamed by that person. Subject to the payment of a \$20,000 Deductible by You. If Your Policy Schedule contains an endorsement which imposes a Deductible that is greater than \$20,000 then the amount contained in the endorsement on Your Policy Schedule is the Deductible amount payable by You under this clause. If Your Policy Schedule contains an endorsement which imposes a Deductible less than \$20,000 then the amount of \$20,000 is the Deductible payable by You under this clause.

7.6 Defamation or Injurious Falsehood defence

defending a Complaint against another person who is not a patient or a Healthcare Professional where it is alleged that in the course of Your practice As a Healthcare Professional:

- a) You defamed another person; or
- b) You committed an Injurious Falsehood against another person's or entity's products, services or business practices.

7.7 Reporting a Healthcare Professional or incident defence

defending a Complaint (including an allegation of defamation) involving reporting a Healthcare Professional or an incident to a hospital, area health service or registration body where You were acting in good faith and in the public interest or You were required to do so by law.

7.8 Personal safety pursuit or defence

pursuing or defending a Complaint arising in relation to a patient or former patient which relates to or affects the personal safety of You and/or Your immediate family.

7.9 Training program disputes pursuit or defence

pursuing or defending a Complaint that arises from Your involvement in a training program approved or recognised by a medical college or the hospital where You are completing Your rotations, in which You are involved as a student, trainee, supervisor, trainer, assessor, peer or expert reviewer.

7.10 Government, statutory or private authority dispute defence

defending a Complaint that relates to a dispute with a government department, statutory authority or private authority and relates to Your practice as a Healthcare Professional.

7.11 Subpoena for medical records defence

challenging a subpoena to produce medical records if You believe in good faith and upon reasonable grounds that there is a reason to challenge the subpoena or the release of medical records pursuant to the subpoena.

7.12 Mandatory reporting

defending a complaint against You that arises as a result of You carrying out a mandatory reporting obligation, in good faith and on the basis of a reasonable belief, to the appropriate authorities.

7.13 Indemnity dispute pursuit

pursuing indemnity from another insurer, Your employer, a hospital, area health service, medical college, university or government scheme in respect of any fact, matter or circumstance which could lead to a Claim or Request for Indemnity, if that body or insurer has declined to assist You despite an arrangement or agreement to cover You in the event of a Claim or matter.

7.14 Hospital inquiry defence

defending an inquiry, investigation or Complaint brought against You by a hospital (including any patient care review and medical advisory committees or sub-committees of the hospital) relating to Healthcare provided by You to a patient of the hospital.

7.15 Appeal pursuit or defence

defending or pursuing an appeal from a judgment in proceedings where cover is provided in Divisions 1 or 2 of Part B where in our sole opinion, We consider that the appeal has merit and reasonable prospects of success.

Where the appeal is from cover provided in Division 1, this clause extends to cover You for any legal costs You may be ordered to pay by a court or tribunal in relation to these matters.

8. Automatic extensions – Part B**8.1 Legal Fees and Expenses cover outside of Australia**

We cover Legal Fees and Expenses that We incur for You in respect of matters covered by clause 6 that are brought or held outside of Australia where:

- a) the period You were outside of Australia, whether or not You were practising, was less than 120 days in any Policy Period whether continuously or in aggregate; or
- b) You were participating as a trainee in a Healthcare Training Program for a period of less than 2 years; or
- c) the act was a Good Samaritan Act, for which You are covered worldwide.

Cover extended under subsections (a) and (b) of this clause excludes matters that arise as a result of Healthcare provided by You or Your practice as a Healthcare Professional in the USA or involving proceedings brought in a court or tribunal of the USA, or any court or tribunal which is applying the law of the USA.

8.2 Continuous cover

If You, before the Policy Period, first become aware of facts or circumstances that might give rise to a Request for Indemnity and You decide not to notify Us of these facts or circumstances, then, notwithstanding clause 9.7, We will cover You where:

- a) We continued without interruption to be Your professional indemnity insurer from the time You knew or ought reasonably to have known of the facts or circumstances that might give rise to a Request for Indemnity to the date You actually notified Us;
- b) had You decided to notify Us when You first became aware of the facts or circumstances, You would have been covered under the Policy in force at that time; and
- c) Your decision not to notify Us when You first became aware of the facts or circumstances was not fraudulent non-disclosure or fraudulent misrepresentation.

Our liability to indemnify You is limited to the extent We would have been obliged to indemnify You under the terms and conditions of the Policy in effect at the time You knew or ought reasonably to have known of the facts or circumstances that might give rise to a Request for Indemnity. If We are obliged to indemnify You pursuant to this clause, We may reduce Our liability to You by the amount of any prejudice We suffer as a result of Your decision not to notify Us at the time You knew or ought reasonably to have known of the facts or circumstances that might give rise to a Request for Indemnity.

9. Exclusions – Part B

There is no cover under Part B of this Policy for any Complaint or matter which arises out of or is in connection with:

9.1 Legal costs incurred without consent

any Legal Fees and Expenses and related expenses We do not incur on Your behalf or that are incurred by You without Our prior written consent.

9.2 Recovery of money

any action in relation to the recovery of money, except as provided by clause 7.3.

9.3 Criminal act

a criminal act once You have been found guilty or admitted guilty to a court in a criminal prosecution, but this exclusion does not apply to:

- a) sentencing; or
- b) any other claim under Part B Division 1.

9.4 Outside of Australia

any Complaint, hearing or matter that is made or conducted outside of Australia, except as provided by clause 8.1.

9.5 Breach of registration

any Complaint, hearing or matter where You were:

- a) in breach of terms or conditions on Your registration as a Healthcare Professional; or
- b) in breach of any undertaking or limitation on Your registration as a Healthcare professional.

9.6 Outside Policy Period

any Complaint, hearing or matter that is first notified to Us outside of the Policy Period.

9.7 Prior or pending circumstances

any circumstances which might give rise to a Complaint, hearing or matter that You knew about or a person in Your position should reasonably have thought might result in a Complaint or allegation being made against You which You failed to tell Us about prior to the commencement of this Policy, except as provided by clause 8.2.

9.8 Fines, penalties or compensation

any compensation, damages (including punitive, aggravated or exemplary), fines or civil penalties or repayment or reimbursement to Medicare or any private health fund.

9.9 Asbestos, pollution or intellectual property

a Complaint, hearing or matter that is based on an allegation of loss or damage arising from any of the following:

- a) asbestos;
- b) pollution; or
- c) infringement of any type of intellectual property.

9.10 Collusion

Complaint, hearing or matter that You solicit or that results from Your collusion with someone else.

9.11 Personal injury or property damage

a Complaint, hearing or matter in respect of any type of personal injury (including assault, detention, eviction, prosecution and humiliation) or property damage (including any consequential loss of any kind).

9.12 Public liability

the ownership, use or state of premises or the contents of such premises, or anything done or omitted to be done in respect of the state of any premises or their contents owned, leased or occupied by You.

9.13 Unregistered practise

a Complaint, hearing or matter in respect of any Healthcare or unpaid Healthcare which is performed when You were not registered as a Healthcare Professional and You were required to be so registered.

Part C: Additional Cover

You are automatically covered for Part C Division 1 and Part C Division 2. Cover under Part C is subject to the maximum sum insured for each cover specified in Your Policy Schedule.

Important note: If You hold a Run-off Policy, You do not have cover under Part C of this Policy, and it is not noted on Your Policy Schedule.

10. Division 1 – Communicable disease cover

We will pay You \$125,000 for communicable disease cover in Your Policy Schedule or communicable disease if, as a result of Your first being diagnosed with HIV, Hepatitis B or Hepatitis C during the Policy Period You:

- a) undergo substantial training or retraining to enable You to continue to practise medicine; or
- b) choose to retrain in an unrelated field.

You must notify Us of Your diagnosis in writing during the Policy Period. If We pay a Request for Indemnity under this cover, Your communicable disease cover will cease and will not be renewed. We will not provide communicable disease cover to You at any time in the future.

11. Division 2 – Personal expenses cover

We will cover You for Your reasonable travel and accommodation costs (less any input tax credit or adjustment which You are entitled to claim) that You incur during the Policy Period if You are compelled to attend, or attend at Our request or that of the lawyer, a court, statutory or administrative tribunal, an inquiry or investigation, an inquest or an administrative or disciplinary proceeding covered under Your Policy.

Personal expenses cover only applies if Your travel and accommodation costs are incurred in respect of a Claim or matter that is covered under Part A and/or Part B Division 1 of Your Policy. We will reimburse You for such costs incurred at the 'maximum daily rate' specified in Your Policy Schedule. We will also pay Your motor vehicle expenses incurred in respect of a Claim, Complaint or matter that is covered under Part A and/ or Part B Division 1 of Your Policy at the rate accepted by the Australian Taxation Office for motor vehicle expense claims. We will only reimburse You for Your travel and accommodation costs upon production of evidence of payment satisfactory to Us, unless We have agreed in writing to make a prepayment.

12. Exclusions – Part C

There is no cover under Part C of this Policy for or arising out of:

12.1 Costs incurred without consent

any costs, expenses or payments that You incur without Our prior written consent.

12.2 Prior or pending expenses

personal expenses in relation to any requirement for You to attend any court, statutory or administrative tribunal that You knew about or a reasonable person in Your position would have thought might result in a request for personal expenses prior to the inception date of personal expenses cover within the Policy Period.

12.3 Communicable disease when cover commenced

a communicable disease that You had at the time that cover would otherwise commence, that You knew or ought reasonably to have known or suspected that You had.

12.4 Communicable disease diagnosed within 3 months

a communicable disease where You are diagnosed with the disease within 3 months of the date of this cover first commencing.

12.5 Attendance without Our request

personal expenses associated with You attending at a court, statutory or administrative tribunal, an inquiry or investigation, an inquest or an administrative or disciplinary proceeding in respect of which We or the lawyer have not requested Your attendance.

12.6 Premium or overseas travel

the cost of first class, business class, premium economy or overseas travel or accommodation or chartered airfares unless You have first obtained Our written approval.

12.7 Evidence not satisfactory to Us

personal expenses where You have not provided Us with evidence of loss or proof of expenditure satisfactory to Us.

12.8 Matters not covered under Part B Division 1

personal expenses in respect of matters covered under Part B of Your Policy, except Division 1 of Part B.

General conditions

13. These conditions form part of the Policy and by accepting the offer of insurance, You agree to comply with the following:

13.1 Loss prevention and mitigation

You must not do anything recklessly or wilfully that might give rise to a Claim or Request for Indemnity. You must take all reasonable steps to avoid or reduce the chance of any Claim or Request for Indemnity and to mitigate the cost or other adverse impact of any Claim or Request for Indemnity. You must not do, or fail to do anything which You know or should reasonably be expected to know will result in any Claim or Request for Indemnity.

13.2 Subrogation and other insurance

13.2.1 if We make a payment or incur legal costs and expenses under this Policy, We are subrogated to all Your rights of contribution, indemnity or recovery without the need for Your consent. You agree not to surrender any right to, or settle any Claim for, contribution, indemnity or recovery without Our prior written consent.

13.2.2 You must tell Us in writing when making a Request for Indemnity if You have any other insurance policies or entitlement to indemnity which may also cover You in respect of anything covered by this Policy.

13.2.3 to the extent allowed by law, We will not pay under this Policy any part of a liability in relation to which You are entitled to be indemnified under another Policy of insurance.

13.3 Fraud

We may reject any fraudulent Claim or Request for Indemnity or any part of a Claim or Request for Indemnity that is fraudulent or is supported by fraudulent, untrue or exaggerated evidence. We may also recover from You any payments that have been made by Us to a third party based on any fraudulent Claim or Request for Indemnity.

13.4 Risk management

We are entitled to undertake a practice audit, peer review, risk analysis or other investigation of You when, in Our reasonable opinion, such action is required. Your cooperation in any such action is a condition of the cover provided under this Policy. If You do not cooperate in such action We may cancel Your policy by giving You not less than 14 days' notice in writing.

13.5 Cessation of specified clinical activities

13.5.1 You must stop providing or conducting or modify the way in which You provide or conduct a particular procedure, treatment or clinical activity if:

- a) We consider that the procedure or clinical activity poses an unreasonable risk of medical negligence or injury, illness or disability to patients; or
- b) a registration board or authority places a condition on Your registration that You must not perform a specified procedure, or that You cannot perform a procedure in a particular way.

13.5.2 We will provide a minimum of 14 days' notice requiring You to cease carrying out or modify the way in which You carry out any such procedure, treatment or clinical activity. If You do not do so, We may cancel Your Policy by giving You a further 14 days' notice in writing.

13.6 Clinical records

You must maintain clinical records for Healthcare provided to Your patients that:

- a) are of a standard expected of a competent Healthcare Professional;
- b) are prepared and updated on or reasonably proximate to each occasion of the provision of Healthcare; and
- c) if computerised, the integrity of the records can be verified by reference to the security features of the software.

13.7 Change in registration status

You must tell Us as soon as practicable in any event within 14 days if You are no longer registered as a Healthcare Professional or if Your registration status as a Healthcare Professional has been changed or You have had conditions or restrictions imposed on Your registration as a Healthcare Professional or such conditions or restrictions are changed or You receive notice that any registration authority intends to change them.

13.8 Payment of Deductible

the following conditions apply to the payment of the Deductible set out in clause 7.5 of this Policy and any endorsement in Your Policy Schedule:

- a) You shall bear the amount of the Deductible at Your own risk;
- b) where We have paid all or any part of any Deductible on Your behalf You must reimburse Us all or any part of the Deductible You owe within 14 days from the date We request payment from You;
- c) in the event that You fail to reimburse Us in response to a request under (b) above, the sum requested will, at the expiration of 14 days after the request, become a debt due and payable by You to Us; and
- d) in the event that You fail to reimburse Us in response to a request under (b) above, and if such failure leads to a failure of settlement and to an increase in costs or liability, Our liability under the Policy will not exceed the amount for which the Claim or matter could have been settled up to the date of Your failure or refusal to reimburse all or part of the Deductible.

13.9 Cancellation

13.9.1 You may cancel this Policy at any time by notice in writing.

13.9.2 We may cancel this Policy by giving You 14 days' notice in writing:

- a) if You have not paid Your premium (if applicable) within
- b) 30 business days of the Policy Period commencing; or
- c) in the event that You are paying via instalments (if applicable) and an instalment remains unpaid for over 1 month; or
- d) if You are in breach of any of the conditions of this Policy
- e) if you threaten or abuse Avant staff; or
- f) for any other reason available to Us under the *Insurance Contracts Act 1984 (Cth)*.

13.9.3 if We give notice to cancel the Policy then We must give that notice to You personally, or in writing by mail or electronically to the last address of which You notified Us. Unless You prove otherwise, You will be deemed to have received the notice when it would have arrived in the ordinary course of the post or by electronic transmission.

13.10 Governing Law

13.10.1 any interpretation of this Policy relating to its construction, validity or operation shall be made in accordance with the laws of the Australian state or territory in which it is issued. The parties to this Policy will submit to the exclusive jurisdiction of the courts of that state or territory in which the Policy is issued.

13.10.2 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.

13.11 Currency

all limits, Deductibles and other amounts under this Policy are expressed and payable in Australian currency.

13.12 GST

the limit of sum insured and sub-limits are GST exclusive.

3. How Claims work

Additional conditions of Your Policy

Do you need to notify us of an incident or make a claim?

Phone **1800 128 268**
International +61 2 9260 9000
Fax 1800 228 268
Online **avant.org.au**

Claims made Policy

This Policy operates on a claims made basis. It covers You for Claims (including Legal Defence Costs) made by patients and other third parties against You and which You notify to Us within the Policy Period, when the healthcare giving rise to the Claim occurred after the Retroactive Date.

Every Claims made Policy has a Retroactive Date. For a Claim to be covered under Part A of the Policy, the Healthcare You provided which led to the Claim must have occurred after the Retroactive Date. The Retroactive Date is a date in the past and could be before the inception of this Policy. The Retroactive Date that You have agreed with Us can be found on Your Policy Schedule.

Part B of the Policy provides cover for Legal Fees and Expenses for disciplinary and other matters such as Reporting a Healthcare Professional or incident defence and cover for indemnity dispute pursuit. The clauses require that the matter or proceedings are commenced and notified to Us in the Policy Period.

If You hold a Run-off Policy, You will not have a Retroactive Date on Your Policy Schedule and will have a Run-off Period instead. The Healthcare giving rise to the Claim must have occurred during the Run-off Period to be covered.

This Policy does not provide cover in relation to:

- i. Claims against You arising from Healthcare that occurred prior to the Retroactive Date, or outside the Run-off Period if You hold a Run-off Policy;
- ii. Claims against You, or facts that may result in claims against You, notified to Us after the end of the Policy Period;
- iii. Claims made, threatened or intimated against You prior to the Policy Period; or
- iv. facts or circumstances of which You first became aware prior to the Policy Period, and which You knew or ought reasonably to have known had the potential to give rise to a Claim or Request for Indemnity under this Policy.

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 Policy Period, You may have rights under section 40(3) of the *Insurance Contracts Act 1984 (Cth)* to be indemnified in respect of any Claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Policy Period. Any such rights arise under the legislation only and do not form part of this contract.

How Claims work

Cover for Your past practice: Retroactive cover

As a practising Healthcare Professional, it is important that You have cover in place for the liability You have built up for Your past work. This is often referred to as retroactive cover or cover for Your 'tail' and provides cover for the period after the Retroactive Date listed on Your Policy Schedule and before the inception of the Policy. You can select Your date of registration as Your Retroactive Date, or a later date. We will make an offer of retroactive cover based on Your advice to Us. You may require this cover if You have:

- i. had a 'claims made' professional indemnity policy in the past;
- ii. had periods when You had no professional indemnity cover or were not indemnified by Your employer or a government indemnity scheme;
- iii. had periods when You were uninsured;
- iv. doubts about the adequacy of the insurance or indemnity cover You hold; or
- v. undertaken healthcare activities in the past.

What You are not covered for:

We do not cover You for Claims, or facts which may lead to a Claim,

- i. that were previously notified to another insurer or indemnity provider;
- ii. that You declared, or should have declared, in applying for or renewing Your Policy; and
- iii. where Healthcare was provided before the Retroactive Date.

Once You accept the Retroactive Date on Your Policy, this will then be provided to You automatically when We issue or renew Your Policy.

How much We will pay

- a) the most We will pay for any one Claim or Request for Indemnity under this Policy, and in the aggregate for all Claims and Requests for Indemnity during the Policy Period, is the maximum sum insured listed on Your Policy Schedule. For communicable disease cover, the sub-limits will be paid in addition to the sum insured.
- b) any sub-limit that applies to a cover is the most We will pay against that cover for any one Claim or Request for Indemnity and in the aggregate for all Claims or Requests for Indemnity during the Policy Period for that cover. Any sub-limit will be specified in the PDS, the Policy Schedule or within the clause providing cover.
- c) the sum insured and any sub-limit are inclusive of Legal Defence Costs.

- d) the sum insured and any sub-limit are inclusive of the Deductible.
- e) nothing in this Policy operates to increase the sum insured or any sub-limit.
- f) all Claims or Requests for Indemnity under this Policy, which arise from, or are attributable to, a single act, error, omission or occurrence or series of related single acts, errors, omissions or occurrences, will be treated under this Policy as one Claim or one Request for Indemnity.
- g) where more than one sub-limit applies to a Claim, the amount payable for the Claim under each sub-limit in the aggregate shall not exceed the highest applicable sub-limit.

Payment of deductible

When You make a Claim under the Policy You are required to pay the applicable Deductible(s) by the due date. Unless otherwise stated in the Policy Schedule, all Deductibles are inclusive of Legal Defence Costs.

If more than one Deductible applies to a Claim, You are liable to pay each of the applicable Deductibles.

We may require You to pay Your Deductible(s) before We agree to provide any payments or take any steps to provide cover to You under the Policy. We may demand payment of Your Deductible regardless of the amount, if any, incurred at the date of the Claim.

If You fail to pay Your Deductible(s) when requested by Us, and this causes a settlement of the Claim to fail, and/or increase loss arising from the Claim or matter, our liability under the Policy will not exceed the amount for which the Claim or matter could have settled for up to the date of Your failure or refusal to pay the Deductible(s).

If You fail to pay Your Deductible(s) by the due date, We may cancel the Policy.

You must notify Us of a Claim

You must notify Us in writing as soon as practicable of any Claim or Incident or Incident, including, but not limited to, an Incident in respect of which:

- a) a patient suffers a major complication; or
- b) there is an error made in providing Healthcare causing harm; or
- c) an adverse outcome results in significant anger in Your patient or their family; or
- d) You receive a letter from a solicitor indicating dissatisfaction or requesting a patient record; or
- e) You are concerned that an Incident has occurred which You think may lead to a Claim or Request for Indemnity.

If You do not notify Us of a Claim or Incident as soon as practicable, You may not be covered under this Policy and Your right to indemnity may be prejudiced.

To report a Claim You must notify Us in writing to:

Avant Insurance Limited
PO Box 746 Queen Victoria Building NSW 1230
or nca@avant.org.au

Your notification must include

- a) Your details;
- b) the details of the Claim or Incident, including the date the including the date of the Incident;
- c) the patient's name; and
- d) the particulars of the Claim or Incident.

If You are unsure whether to notify Us of an incident, please contact Us.

Other things of which you must notify us

You must notify Us in writing as soon as practicable of

- a) any facts or circumstances of which You became aware of that could lead to a Claim; and
- b) any civil or criminal action, prosecution, inquiry, inquest, investigation or complaint, judgment, appeal or tax audit brought or made by a registration board, tribunal, complaints unit, criminal court, civil court, coronial court, Medicare or the Australian Taxation Office directly relating to Your practice as a Healthcare Professional.

If You do not notify Us of the matters set out above as soon as practicable, You may not be covered under the Policy and Your right to indemnity may be prejudiced.

No admission

You must not make any admission, offer or compromise in relation to any Claim or Request for Indemnity covered by this policy without Our prior written consent.

Conduct of claims or requests for indemnity

You agree that We have the conduct of a Claim or Request for Indemnity covered under this Policy including its investigation, pursuit, defence, avoidance, reduction or settlement and We may do so in Your name.

We may defend or settle a Claim, complaint or matter as We think fit. You may defend any Claim or Request for Indemnity which We believe should be settled but We will not pay any more in relation to that Claim or Request for Indemnity than We would have been required to pay if it had been settled or resolved as We believed it could or should have been.

We will appoint the lawyer or Other Person

We will appoint the lawyer or Other Person to provide services to Us for the benefit of You. When We appoint the lawyer or Other Person, we do so in Our own capacity and not as an agent for You.

The lawyer or Other Person appointed by Us supplies services to Us and not to You for the purposes of the Goods and Services Tax (GST). We are entitled to claim a GST input tax credit on services supplied by the lawyer or Other Person.

We do not accept any responsibility for anything done or not done by the lawyer or Other Person. He or she is not our agent or employee. We make no representation of any kind about the lawyer's or Other Person's ability.

We are entitled to appoint Avant Law Pty Ltd (ACN 136 429 153), being a wholly owned subsidiary of the insurer, to represent You in any proceedings.

Cooperation

You must cooperate with Us (including the lawyer and Other Person appointed by Us) in resolving the Claim or Request for Indemnity or appeal. In particular, You must:

- a) give Us and the lawyer a full and truthful account of the relevant facts;
- b) give Us and the lawyer any relevant information or documents in Your possession that he or she asks for;
- c) obtain any other relevant information or documents that You can;
- d) execute any documents We or the lawyer ask You to;
- e) attend any meetings We or the lawyer ask You to;
- f) adhere to Our instructions, including providing all information, documents and assistance required;
- g) waive any claim for legal professional privilege or confidentiality to the extent only that the privilege or confidentiality would otherwise prevent the lawyer from disclosing information to Us;
- h) follow the advice of Us or the lawyer; and
- i) cooperate with Us or the lawyer in resolving the matter in a satisfactory, timely and cost-effective way, and not cause a delay which, in Our reasonable opinion, prejudices the outcome of the case.

Notwithstanding that You agree that we have the conduct of a Claim or Request for Indemnity, You must not act unreasonably in rejecting a settlement, compromise or an offer of settlement, which We or the lawyer recommend to You. This includes circumstances if You refuse to make an offer of settlement. You must also agree to accept outcomes that, in Our sole opinion, We believe are reasonable in the resolution of the matter.

If You do not cooperate with Us then We will not be liable for Legal Fees and Expenses, and will not cover You and can withdraw assistance. This will mean that You will be responsible for Your own Legal Fees and Expenses.

Withdrawal of indemnity for Part B

We may decide not to incur any further Legal Fees and Expenses for pursuing, defending or responding to a Request for Indemnity under Part B if We believe, in Our sole opinion, that there are no reasonable grounds in pursuing, defending or responding to the complaint, matter or prosecution or there are no reasonable prospects of success if We do. We will take account of the lawyer's advice in making that decision. If We do that, We will tell You in writing. We will pay the Legal Fees and Expenses incurred prior to the date on which We write to You telling You of Our decision.

You may continue pursuing, defending or responding to the Complaint, matter or prosecution. After We cease paying the Legal Fees and Expenses, we will only pay You thereafter for the reasonable Legal fees and Expenses (not including the GST component if You are registered for GST) that You have incurred if You are successful in pursuing, defending or responding to a Complaint, matter or prosecution.

Appeals

If You are dissatisfied with any decision by a court or other decision-making body, You must gain Our consent in writing to appeal within 14 days after the date of the decision, or such shorter period as may be reasonable having regard to the time limit for an appeal.

The application must be in writing and must fully set out the reasons for bringing an appeal. We will inform You in writing if We consent to the appeal. If We do not consent to the bringing of an appeal, You may conduct the appeal at Your own expense. If You are successful in Your appeal, then We will pay for the reasonable Legal Fees and Expenses (not including the GST component if You are registered for GST) that You have incurred in accordance with the cover provided to You under this Policy.

Claims acceptance

The acceptance of a Claim or Request for Indemnity by Us under this Policy can be subsequently withdrawn if facts or circumstances come to Our attention that the Policy does not cover the Claim or Request for Indemnity.

4. Other information You need to know

Renewing Your policy

Your renewal will be sent to You prior to the expiry of Your Policy Period. When You receive Your renewal it is important for You to review the details to ensure that they are correct and to determine if there is anything You need to do in order to renew Your Policy. In the event Your circumstances have changed, You have a duty of disclosure and need to notify Us.

Making changes to Your Policy

You must let Us know as soon as practicable if:

- Your personal details change;
- You change the services You provide and/or Your Category of Practice;
- You require change to Your cover;
- Your registration changes or ceases (including if there are any changes, or additions, to any condition, undertaking, notation or endorsement on your registration);
- you retire from practice; or
- you otherwise become eligible for Run-off Cover Scheme (ROCS).

If You fail to do so, We may refuse Your Claim or Request for Indemnity, reduce Our liability in respect of a Claim or Request for Indemnity or cancel Your Policy.

You can notify Us by contacting Us on **1800 128 268**. If We require You to give Us notification in writing, We will inform You once You contact Us.

What financial services do We offer?

We are an Australian Prudential Regulatory Authority (APRA) regulated insurer holding an Australian Financial Services Licence (AFSL) authorising us to provide financial product advice in relation to, and deal in, general insurance and life risk insurance products.

This Intern/RMO1 Indemnity Insurance Policy is underwritten by Us. We provide this product and related services, including claims handling and settling services, through our trained employees and authorised representatives.

This Policy is underwritten by us. We provide this product and related services, including claims handling and settling services, through Our trained employees and authorised representatives.

How We are remunerated

We charge premiums for the insurance products We provide.

We are paid a fee by Medicare Australia to reimburse the ongoing costs associated with administering medical indemnity support schemes on behalf of Medicare Australia and the Commonwealth Government. We receive a monthly management fee from other companies within the Avant Group.

We may receive referral fees or commissions from licensed brokers or other service providers with whom We may enter into an agreement to offer members other financial services.

Further details of fees or costs associated with the issue of our products, if any, are contained in the PDS or the tax invoice.

How Our staff are remunerated

All staff employed by Us receive salaries. Our staff do not receive commissions. Some of Our staff may receive an incentive or bonus payment based on meeting business targets.

How other parties are remunerated

We are a wholly-owned subsidiary of Avant Mutual Group Limited

ABN 58 123 154 898 (Avant) and may pay a member access fee to Avant. The payment of this fee does not affect the amount of any benefit under Our policies.

We may pay referral fees or commissions to licensed brokers, agents or other intermediaries with whom We may enter into an agreement to distribute our products.

Our dispute resolution process

If You have a Complaint about the product or service provided to You, then You should inform Us immediately. Our service staff should be able to resolve the issues You raise satisfactorily. However, if the matter has not been resolved to Your satisfaction You may, under Our internal dispute resolution (IDR) process, forward a Complaint to Us. A copy of Our dispute resolution procedure can be obtained either from Our website or by contacting Us.

If Your Complaint is not satisfactorily resolved or answered by Our IDR process You may refer the matter to the Australian Financial Complaints Authority (AFCA):

Website afca.org.au

Email info@afca.org.au

Telephone **1800 931 678 (free call)**

In writing to **Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001**

Personal information and your privacy

We may require You to provide certain personal information to determine Your eligibility for membership of Avant, for insurance and for the provision of ongoing services. When You provide Your personal information, You acknowledge and consent to Us and other companies in the Avant Mutual Group using Your information in accordance with this privacy statement and Our privacy policy.

Purpose of collection

We collect personal information from You, and as necessary from third parties, in relation to the products and services We provide. Where necessary we also collect personal information relating to patients or Other Persons. We will use Your personal information in accordance with Our privacy policy and the *Privacy Act 1988 (Cth)*, such as for the purpose for which it was collected, to provide You with products and services, and for marketing purposes.

Accessing, updating 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. For access to personal information We hold about You, if You believe that the information We have about You is not accurate, complete or up-to-date, or if You have a complaint about the privacy of Your personal information, We ask that You contact Us.

Disclosure

We may share Your personal information with other companies in the Avant Mutual Group. We may also need to disclose Your personal information to third parties including Our distributors, agents and brokers, other insurers and reinsurers, solicitors, actuaries, regulatory bodies, tribunals, courts of law, hospitals, doctors and other ancillary providers, debt collection agents, those involved in managing corporate risk or strategies, and outside contractors. Some third parties may be located outside of Australia.

We will ensure that all Your personal information collected by Us is treated in accordance with the *Privacy Act 1988 (Cth)* and Our privacy policy. Our privacy policy is posted on our website at avant.org.au

You can request a printed copy of Our privacy policy by contacting Us.

Cooling-off period

Please read the documents that make up Your Policy carefully. If You decide that Your Policy does not meet Your requirements, You can cancel it by notifying Us by email or by post within 21 days, starting after the day on which the Policy was issued or sold to You.

Your cancellation rights do not apply if, during the cooling-off period, You:

- have made a Request for Indemnity under the Policy; or
- notified us of a Claim or of facts that might give rise to a Claim.

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 only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA subject to eligibility criteria set by APRA.

Information about the FCS can be obtained from APRA at apra.gov.au or by calling **1300 558 849**.

5. Definitions

Category of practice

The category of practice which is specified in Your Policy Schedule.

Claim

A demand for or an assertion of a right to compensation or damages or an intimation of an intention to seek compensation or damages in relation to an Incident which:

- a) is first made against You during the Policy Period; and
- b) You tell Us about in writing during the Policy Period.

Complaint

An allegation of unlawful or actionable conduct, misconduct, unsatisfactory conduct or inappropriate practice.

Deductible

The deductible is the amount set out on Your Policy Schedule and/or the sum specified in clause 7.5 which You must pay before there is any cover under this Policy.

Good Samaritan Act

Healthcare that is provided by You in coming to the aid of a person in an emergency or accident that is necessary to stabilise that person's medical condition or to prepare that person for transfer, without expectation of payment or other consideration.

Healthcare

Means:

- a) any care, treatment, advice, service or goods provided by You in respect of the physical or mental health of a patient that is associated with Your Category of Practice;
- b) a medical examination, medical report or medical opinion prepared by You at the request of a third party, such as a lawyer, insurer or statutory body;
- c) You providing education, giving a presentation or address or the publication of an article written by You in a newspaper, newsletter or journal to the extent that it provides medical information or medical advice;
- d) any care, treatment, advice, service or goods provided by You to a person in an emergency that is necessary to stabilise that person or to prepare that person for transfer notwithstanding that it is not normally associated with Your Category of Practice, in each case above only to the extent that it is associated with Your Category of Practice.

If You hold a Run-off Policy, this only includes Healthcare provided by You during Your Run-off Period.

Healthcare Professional

A person who provides Healthcare. The person must be either:

- a) a Medical practitioner;
- b) a health practitioner; or
- c) any person who is practising in a recognised healthcare vocation in Australia where he or she is not required to be registered.

Healthcare Training Program

A training program where You are being supervised or trained as a Healthcare Professional for the purpose of registration, specialist recognition or ongoing education.

Injurious falsehood

A false publication or publications made maliciously by a person or entity which is disparaging of the products, services or business practices of another person or entity.

Incident

Any act, error, omission or circumstance in relation to the provision of Healthcare or unpaid Healthcare that may give rise to a Claim or Request for Indemnity under this Policy.

Legal Defence Costs

The necessary and reasonable costs of investigating, defending or settling a Claim made against You and covered by this Policy.

Legal Fees and Expenses

The necessary and reasonable fees and other expenses incurred in the defence, pursuit, conduct of or response to matters covered by Part B of this Policy.

Medical Practitioner

A person registered as a Medical Practitioner under the laws of the Commonwealth or a state or territory of Australia that provides for the registration of Medical Practitioners.

Other Person

An accountant, an actuary, an expert witness, a witness as to fact, or any other person required to assist Us in any matter covered under this Policy.

Policy

This PDS, all sections of the Intern/RMO1 Indemnity Insurance Policy and the Policy Schedule.

Policy Period

The period of cover specified in Your current Policy Schedule.

Policy Schedule

The current Policy Schedule to this Policy.

Public Patient

A person to whom a hospital or local health district has agreed to provide medical care, including medical, nursing and diagnostic services.

Request for Indemnity

Any request by You for indemnity under this Policy in relation to a matter or claim that is covered under this Policy including a request for Legal Fees and Expenses cover or cover under the optional covers.

Retroactive Date

The date specified in Your Policy Schedule as the retroactive date. There may be more than one retroactive date. The retroactive date is the date after which the healthcare must have occurred to constitute a valid claim under Your Policy. If You hold a Run-off Policy, You will not have a retroactive date, and will have a Run-off Period instead.

Run-off Period

If You hold a Run-off Policy, this is the period specified in Your Policy Schedule as the Run-off Period. There may be more than one Run-off Period. The Run-off Period is the period during which the Healthcare must have occurred to constitute a valid Claim under Our Run-off Policy.

Run-off Policy

The policy version noted on Your Policy Schedule which is issued to Healthcare Professionals who are eligible for ROCS or are issued run-off cover. The Run-off Policy only covers Healthcare provided during the Run-off Period under the terms of this Policy. Healthcare provided during the Policy Period is not covered.

Student

A person enrolled in a Healthcare Training Program.

Sole Practitioner

You are a sole practitioner if there is no other Healthcare Professional in the same specialty as You employed by or otherwise working in the place where You practice (except a locum).

Telehealth

Healthcare or unpaid Healthcare to, or in respect of, a patient who is not in the same place, that uses any form of technology to enable it to be provided, including video-conferencing, internet and telephone.

Unpaid Volunteer

A person who provides Healthcare without expectation or entitlement to payment or other consideration, apart from reimbursement or receipt of reasonable expenses such as airfares, accommodation or meal allowances.

Us, We, Our

Avant Insurance Limited ABN 82 003 707 471 and AFS Licence 238 765.

You, Your

The Healthcare Professional named as the insured on the Policy Schedule.

General Advice

The information provided is general advice only. The guide, policy wording and Product Disclosure Statement (PDS) have been prepared without taking account of Your objectives, financial situation or needs. Before acting on the advice in the guide or deciding to purchase or continuing to hold a Policy with Us, You should consider its appropriateness having regard to Your personal circumstances. Please read and consider the guide and PDS and policy wording.



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