

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 1 January 2024.

We have updated our Practitioner Indemnity Insurance Policy (Policy), which will form the basis of your contract with us, effective from 1 January 2024.

Summary of changes to your cover

Practitioner Indemnity Insurance Policy: Current (Version 11.0 effective 1 Jan 2023)	Practitioner Indemnity Insurance Policy: New (Version 12.0 effective 1 Jan 2024)
<p>Coverage Part A: Civil liability</p>	
<p>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>Clause 4.1 e) Telehealth activities by your patient in relation to you providing telehealth where:</p> <ul 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>Clause 4.1 e) Telehealth activities by your patient in relation to you providing telehealth where:</p> <ul 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>What you are not covered for under telehealth activities:</p>
<p>Any claims:</p> <ul 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: d) 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 	<p>Any claims:</p> <ul 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: d) 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.

- 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, radiologist (including nuclear medicine), or dermatology category of practice as shown on your policy schedule.

Where your category of practice is dermatology, this exemption is limited to analysing images of a patient's skin for screening of skin lesions and/or skin conditions, with the intention to identify skin lesions and/or skin conditions that require further management provided:

1. the image has been received from an Ahpra registered healthcare professional that has conducted an in person medical consultation of the patient, or
2. you have conducted a telephone or video medical consultation with the patient.

- 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.

4.1 h) Clinical trial cover as a result of your participation in a clinical trial.

What you are not covered for under clinical trial cover:

We will not cover you for any clinical trial that involves pregnant women, gene therapy, the use of stem cells or children under the age of 16 years.

4.1 h) Clinical trial cover as a result of your participation in a clinical trial.

What you are not covered for under clinical trial cover:

We will not cover you for any clinical trial which involves:

- a) pregnancy;
- b) children under the age of 16 years;
- c) gene therapy; or
- d) the use of stem cells.

General Conditions

15.8 Cancellation fee

15.8.1 You may cancel this policy at any time by notice in writing in which case we will refund the premium on a pro rata basis, less two months' premium. If you pay your premium by instalments you will be charged two months' premium and we will release you from the obligation to pay the remainder of the premium.

If you have notified us of a complaint or claim or facts that might give rise to a claim during the policy period, there will be no pro rata refund. If you pay your premium by instalments you will continue to be charged the premium that you have not yet paid.

15.8 Cancellation fee

15.8.1 You may cancel this policy at any time by notice in writing in which case we will refund the total payable (as shown on your tax invoice, which includes your premium) on a pro rata basis, less two months' of the total payable.

If you pay by instalments you will be charged two months' of the total payable and we will release you from the obligation to pay the remainder of the total payable. If you have notified us of a complaint or claim or facts that might give rise to a claim during the policy period, there will be no pro rata refund. If you pay by instalments you will continue to be charged the total payable that you have not yet paid.

Category of Practice Guide

General Practice categories

Important notes – page 39:

General Practice categories

Important notes – page 39:

Cosmetic medicine.

If you are general practitioner or cosmetic practitioner who offers cosmetic procedures (other than included under a category of practice), or you work in a dedicated cosmetic clinic, you must select the Cosmetic Practice Category.

General Practice categories – Important information

Medical termination of pregnancy

Medical termination of pregnancy is covered under the General Practice Non Procedural and General Practice – Procedural Standard categories provided you have completed approved training

General Practice Registrar

You are a General Practice Registrar who is enrolled in either Australian General Practice Training (AGPT) or Remote Vocational Training Scheme (RVTS) for the purpose of training and qualification as a specialist general practitioner.

Important note: If you are not on either AGPT or RVTS, please choose a General Practice category.

General Practice categories – Important information

Medical termination of pregnancy

Medical termination of pregnancy is covered under the General Practice Non Procedural and General Practice – Procedural Standard categories provided the practitioner has appropriate qualifications and experience.

General Practice Registrar

You are a General Practice Registrar who is enrolled in a training program recognised and approved by the Royal Australian College of General Practitioners (RACGP) or Australian College of Rural and Remote Medicine (ACRRM) for the purpose of training and qualification as a specialist general practitioner; or a doctor working towards FRACGP or FACRRM through the Remote Vocational Training Scheme (RVTS) or Rural Generalist Training Scheme (RGTS), ACRRM Independent Pathway.

You will be eligible for this category of practice until the earliest of the following:

- i. five years from when you commenced the training;
- ii. You complete the training;
- iii. Your enrolment in the training program ceases.

If you will not complete your training within five years, please advise us. We will take into account the circumstances of the extension of program time granted by RACGP or ACRRM.

Important note: You must advise us if your enrolment in the training program ceases or is paused, as you may need to be in a different category of practice.

Cosmetic Practice

Includes:

- scalp reductions (simple central scalp reductions only);

Excludes:

- all cosmetic procedures involving general or tumescent anaesthesia;
- hair transplants using follicular unit transplantation (FUT) transplants
- intrapartum obstetrics including caesarean section; and
- all cosmetic procedures and treatment to genitalia.

Cosmetic Practice

Excludes:

- all cosmetic procedures involving general or tumescent anaesthesia;
- hair transplants using follicular unit transplantation (FUT) transplants;
- scalp reductions
- intrapartum obstetrics including caesarean section
- all cosmetic procedures and treatment to genitalia; and
- surgical assisting a surgical procedure where the primary surgeon does not hold FRACS.

Dermatology

You are a specialist dermatologist who holds (FACD) or equivalent recognised qualification and you practice in your specialty.

Excludes:

- transfer or injection of non vascularised fat into breast(s).
- major cosmetic procedures as defined by the Medical Board of Australia Guidelines for registered medical practitioners who perform cosmetic medical and surgical procedures. Dermatologists who perform such procedures should select cosmetic practice.

Dermatology

You are a specialist dermatologist who holds (FACD) or equivalent recognised qualification and you practice in your specialty.

Excludes:

- transfer or injection of non vascularised fat into breast(s).
- major cosmetic procedures as defined by the Medical Board of Australia Guidelines for registered medical practitioners who perform cosmetic medical and surgical procedures.
- all cosmetic procedures and cosmetic management on genitalia

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, Category of Practice Guide, Policy Schedule and Renewal Notice for the full details of cover the new policy provides.

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