

# *Student* Indemnity Insurance Policy

Policy wording



Version 5.0  
1 January 2022



# Supplementary Policy Wording

This supplementary document details amendments to the Avant Student Indemnity Insurance Policy version 5.0.

This supplementary document must be read together with the policy wording that you hold and any other supplementary documents we have given you or give you for your policy wording.

Amendments effective 1 July 2022 are shown below.

## Amendment to the Policy Wording

In your policy wording, 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 policy wording, 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 policy wording, 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 policy wording, the definition of 'Legal Fees and 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 policy wording is unchanged except as indicated above.



# Welcome to Avant

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

Your Student 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 a Student Indemnity Insurance Policy, You can have the confidence of knowing it's a Policy that's continually evolving to meet 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.

We provide medical indemnity insurance to You as a Medical Student for civil liability Claims associated with Healthcare Incidents for Your liability if You are not covered by Your university or any other party.

## Your cover

We provide medical indemnity insurance to You as a Medical Student for civil liability Claims associated with Healthcare Incidents for Your liability if You are not covered by Your university or any other party.

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

## 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 6 and throughout this policy wording.

# Table of contents

<b>Welcome to Avant</b>	
<b>1. Key details about Your Policy</b>	<b>3</b>
<b>2. What We cover</b>	<b>5</b>
<b>Part A: Civil Liability</b>	<b>8</b>
1. Division 1 – Unpaid Healthcare	8
2. Division 2 – Healthcare	8
3. Automatic extensions – Part A	8
3.1 Breaches of privacy	8
3.2 Cover outside of Australia	8
3.3 Continuous cover	8
4. Exclusions – Part A	8
<b>Part B: Legal Fees and Expenses Cover</b>	<b>11</b>
5. Division 1 – Cover for disciplinary, coronial and criminal proceedings and investigations	11
6. Division 2 – Cover for other actions, Complaints, proceedings and inquiries	11
6.1 Motor licence defence	11
6.2 Reporting a Healthcare Professional or Incident defence	11
6.3 Personal safety pursuit or defence	11
6.4 Indemnity dispute pursuit	11
6.5 Appeal pursuit or defence	11
7. Automatic extensions – Part B	11
7.1 Legal Fees and Expenses cover outside of Australia	11
7.2 Continuous cover	12
8. Exclusions – Part B	12
<b>Part C: Additional Cover</b>	<b>14</b>
9. Division 1 – Communicable disease cover	14
10. Exclusions – Part C	14
11. General conditions	15
<b>3. How Claims work</b>	<b>17</b>
<b>4. Other information You need to know</b>	<b>21</b>
<b>5. Definitions</b>	<b>23</b>

1.  
Key details  
about Your Policy

## Policy Wording

The policy wording sets out the cover that is provided by the insurance product. You should read it carefully.

Your complete Policy comprises of this policy wording, and Your Policy Schedule.

Your Policy is subject to the terms, conditions, exclusions, and sub-limits of the 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, Deductible(s) (if application) and Retroactive Date.

## How much will Your policy costs?

The Policy is offered free of charge to enrolled Medical Students who are members of Avant.

## 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).



# 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, subject to the terms and conditions set out in the Policy. 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 that We will pay as set out in Your Policy Schedule.

<b>Part A – Civil Liability</b>	<b>The maximum amount We will pay for any one Claim and in the aggregate for all Claims in any one Policy Period.</b>
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	<b>Unpaid Healthcare</b> Professional indemnity insurance, including Legal Defence Costs, for certain specified unpaid Healthcare activities.
Division 2	<b>Healthcare</b> Civil Liability, including Legal Defence Costs, for Healthcare You provide while You are participating in an approved activity or program, including clinical and/or scholarship placements, which form part of Your medical course.
<b>Part B – Legal Fees and Expenses Cover</b>	<b>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.</b>
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.	
<b>Part C – Additional Cover</b>	<b>Amount in the aggregate for any one Request for Indemnity and all Requests for Indemnity in any one Policy Period.</b>
Division 1 Communicable disease cover	\$75,000

## Where You are covered

### **Cover in Australia**

As part of Your Policy, You are automatically covered anywhere in Australia and its territories.

### **Cover outside Australia**

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 relation to Healthcare or unpaid Healthcare provided by You outside of Australia.

# 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.

## 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 provided by You as a Medical Student whilst You are participating in an approved activity or program, including clinical and/or scholarship placements, which form part of Your medical course, subject to You being supervised by a Medical Practitioner at the time of the Incident.

## 3. Automatic extensions – Part A

### 3.1 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.

### 3.2 Cover outside of Australia

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 act was a Good Samaritan Act, for which You are covered worldwide; or
- b) the Claim was not a result of Healthcare or unpaid Healthcare provided by You in the United States of America ('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.

### 3.3 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 4.15, 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. 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:

### 4.1 Indemnified Healthcare or unpaid Healthcare

any Healthcare or unpaid Healthcare for which You are entitled to be indemnified by Your university, a hospital, area health service or government scheme or under another policy of professional indemnity insurance.

### 4.2 Public Patients

any Healthcare or unpaid Healthcare involving Public Patients.

- 4.3 Breach of registration or lack of qualifications**  
any Healthcare or unpaid Healthcare You provide:
- which was provided when You were not registered as a Medical Student and You were required to be so registered; or
  - which is in breach of terms, conditions, undertakings or limitations on Your registration as a Medical Student; or
  - where You have not completed the recognised training for or lack the qualifications to provide such Healthcare.
- 4.4 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.
- 4.5 Before Retroactive Date**  
Healthcare or unpaid Healthcare provided before the Retroactive Date.
- 4.6 Sexual, bullying or discriminatory conduct**  
sexual harassment, sexual misconduct or any form of bullying or discriminatory conduct.
- 4.7 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.
- 4.8 Property damage**  
any physical loss of or damage to property, including loss of use of property.
- 4.9 Fines, penalties or punitive damages**  
any punitive, aggravated or exemplary damages, fines or civil penalties.
- 4.10 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.
- 4.11 Outside terms of university course**  
Healthcare or unpaid Healthcare (except for Good Samaritan Acts) that is outside of the terms and guidelines of Your university course or placement.
- 4.12 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 3.2.
- 4.13 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.
- 4.14 Product liability**  
the design, manufacture, distribution, promotion or sale of any goods or products.
- 4.15 Prior or pending Claim or circumstances**  
any Claim or circumstances, except as provided by clause 3.3, 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 to have notified to another insurer before the Policy Period commenced.
- 4.16 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.
- 4.17 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.
- 4.18 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:
- act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense; or
  - war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war; or
  - 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.

- 4.19 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.
- 4.20 Radioactive materials**  
radioactive materials of any type except when used in the ordinary course of radiotherapy, radiology or nuclear medicine.
- 4.21 Inappropriate practices**  
You engaging in inappropriate practice within the meaning of the *Health Insurance Act 1973 (Cth)*.
- 4.22 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.
- 4.23 Asbestos, pollution or intellectual property**  
asbestos or pollution or the infringement of any type of intellectual property except.
- 4.24 Defamation**  
Actual or alleged defamation, libel or slander.
- 4.25 Unsupervised Healthcare**  
Healthcare You provide where You were not supervised by a Medical Practitioner at the time of the Incident.
- 4.26 Representing yourself as a Medical Practitioner**  
Healthcare You provide where You represent yourself or hold yourself out as a Medical Practitioner.

## Part B: Legal Fees and Expenses Cover

You are automatically covered under Part B for Legal Fees and 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 provided by You as a Medical Student 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.

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

We cover You up to \$500,000 for 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 or unpaid Healthcare by You 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.

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

We cover You up to \$150,000 for 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 or unpaid Healthcare provided by You and commenced and notified to Us in the Policy Period:

#### 6.1 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 or unpaid Healthcare to a patient in an emergency where, if convicted, You may lose Your driving licence or Your driving licence may be suspended.

#### 6.2 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.

#### 6.3 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.

#### 6.4 Indemnity dispute pursuit

pursuing indemnity from another insurer, Your university, medical college 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.

#### 6.5 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.

## 7. Automatic extensions – Part B

### 7.1 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 5 that are brought or held outside of Australia where:

- a) the act was a Good Samaritan Act, for which You are covered worldwide; or
- b) the Complaint was not 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.

## 7.2 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 8.8, 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.

## 8. 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:

### 8.1 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.

### 8.2 Recovery of money

any action in relation to the recovery of money.

### 8.3 Dispute with university

any dispute with a university or disciplinary action taken by a university.

### 8.4 Criminal act

a criminal act once You have been found guilty or admitted guilt 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.

### 8.5 Outside of Australia

any Complaint, hearing or matter that is made or conducted outside of Australia, except as provided by clause 7.1.

### 8.6 Breach of registration

any Complaint, hearing or matter where You were:

- a) in breach of terms or conditions on Your registration as a Medical Student; or
- b) in breach of any undertaking or limitation on Your registration as a Medical Student.

### 8.7 Outside Policy Period

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

### 8.8 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 ought 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 7.2.

### 8.9 Fines, penalties or compensation

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

### 8.10 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; or
- b) pollution; or
- c) infringement of any type of intellectual property.

### 8.11 Collusion

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

### 8.12 Capacity as director, trustee or manager

Your liability in Your capacity 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.



**8.13 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).

**8.14 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.

**8.15 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 Medical Student and You were required to be so registered.

**8.16 Not directly related to You being a Medical Student**

a Complaint, hearing or matter that is not directly related to the provision of Healthcare or unpaid Healthcare by You as a Medical Student.

## Part C: Additional Cover

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

### 9. Division 1 – Communicable disease cover

We will pay You \$75,000 for communicable disease cover 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.

### 10. Exclusions – Part C

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

#### 10.1 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.

#### 10.2 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.

# General conditions

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

### 11.1 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.

### 11.2 Subrogation and other insurance

11.2.1 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.

11.2.2 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.

11.2.3 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.

### 11.3 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.

### 11.4 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 Medical Student or if Your registration status as a Medical Student has been changed or You have had conditions or restrictions imposed on Your registration as a Medical Student or such conditions or restrictions are changed or You receive notice that any registration authority intends to change them.

### 11.5 Payment of Deductible

The following conditions apply to the payment of the Deductible set out in 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.

### 11.6 Cancellation

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

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

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

11.6.3 If We give notice to cancel the Policy then We must give that notice to You personally, or send it to You by certified mail at 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.

## 11.7 Governing Law

11.7.1 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.

11.7.2 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.

## 11.8 Currency

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

## 11.9 GST

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

# 3. How Claims work

Additional conditions of Your Policy

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**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](http://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 (if not covered by Your university and/or by any other party) and which You notify to Us within the Policy Period, when the Incident 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 cover and cover for indemnity dispute pursuit. The clauses require that the matter or proceedings are commenced and notified to Us in the Policy Period.

This Policy does not provide cover in relation to:

- i. Claims against You arising from incidents that occurred prior to the Retroactive Date;
- ii. Claims against You, or Incidents, 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.

## Cover for Your past practice: Retroactive cover

As a Medical Student, it is important that You have cover in place for the liability You have built up during any Healthcare activities in the past. 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 Incidents

- 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 an incident occurred 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 policy wording, 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, 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](mailto: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 pack will be sent to You prior to the expiry of Your Policy Period. When You receive Your renewal pack 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 cease to be an enrolled Medical Student;
- You undertake voluntary clinical observations not considered part of Your university degree and/or scholarship placement;
- 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); or
- You do not receive a renewal pack.

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.

## 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.

## 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](http://avant.org.au) You can request a printed copy of Our privacy policy by contacting Us.

## 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](http://apra.gov.au) or by calling **1300 558 849**.

# 5. Definitions

### **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 (if applicable) is the amount set out on Your Policy Schedule 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 as a Medical Student in respect of the physical or mental health of a patient;
- b) You giving a presentation or address or the publication of an article written by You in a newspaper, newsletter, textbook, mobile application, blog or journal to the extent that it provides medical information or medical advice
- c) provided by You as a Medical Student whilst You are participating in a voluntary clinical placement in Australia and subject to You being supervised by a Medical Practitioner at that time; and
- d) a Good Samaritan Act

### **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.

### **Health Practitioner**

A person, other than a Medical Practitioner, who practises a Healthcare related vocation and is registered under the laws of the Commonwealth or a State or Territory of Australia to practise that vocation.

### **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.

### **Medical Student**

A Medical Student enrolled in their initial medical course in a Faculty of Medicine in a University within Australia or in a clinical training institution accredited by the Australian Medical Council. A Medical Student excludes an individual who is entitled to be registered as a Medical Practitioner, but who is not so registered.

### **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 policy wording, all sections of the Student 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.

**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 an Incident must have occurred to constitute a valid Claim under Your Policy.

**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.

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# Contact us

## Australian Capital Territory

Unit 10, George Turner House,  
11 McKay Gardens  
Turner ACT 2612

Telephone 03 9026 5961  
Fax 03 8673 5015

## New South Wales

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201 Sussex Street  
Sydney NSW 2000

PO Box 746,  
Queen Victoria Building NSW 1230

Telephone 02 9260 9000  
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## Queensland

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Brisbane QLD 4000

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## South Australia

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North Adelaide SA 5006

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Avant Insurance Limited ABN 82 003 707 471 AFSL 238 765  
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