Avant *Practitioner* Indemnity Insurance Policy

This booklet contains the Product Disclosure Statement and Category of Practice Guide

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Avant
By doctors for doctors

Manage your policy and access support



To view your policy or update your details go to **member.avant.org.au/login**

- ✓ Update or reset your password
- ✓ Download a copy of your confirmation certificate
- ✓ Get copies of your policy documentation



To make a medico-legal notification go to **notification.avant.org.au**

For medico-legal assistance, available for members 24/7 (after hours and on weekends in emergencies), call **1800 128 268** (+61 2 9260 9000 if you're calling from overseas)



To discuss or update your policy call us on **1800 128 268** or email us at **memberservices@avant.org.au**.

Welcome to Avant

Thank you for choosing Avant to provide your medical indemnity insurance.

An Avant **Practitioner Indemnity Insurance Policy** and Avant Membership offer 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 Avant Practitioner Indemnity policy, you can practise with confidence knowing you have the right level of protection. It's a comprehensive 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 these documents.

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

Who is the insurer?

Avant Insurance Limited ACN 003 707 471 AFS Licence 238 765 is the insurer and the issuer of this PDS and the policy.

Avant Insurance Limited is a wholly-owned subsidiary of Avant Mutual Group Limited ABN 58 123 154 898.

Your cover

We cover you for work that you do as a healthcare professional. If you are a sole practitioner, we will also cover your practice staff in some circumstances (meaning there is no other healthcare professional in the same specialty as you, employed by or otherwise, working in the location where you provide healthcare [except a locum]).

If you no longer provide healthcare, a run-off policy will provide cover for claims made against you.

Type of insurance

Claims made insurance (Part A - C)

Parts A - C 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.

Occurrence-based insurance (Part D)

Part D of the policy is an occurrence-based cover for public liability. This means that we will cover you for occurrences giving rise to a public liability claim that occurs during the policy period while you are providing healthcare on third-party premises. Notification of the occurrence can occur outside the policy period.

What we pay

The most we will pay for any one claim or request for indemnity under this policy, and in the 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 7 and throughout the policy wording.

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1.
Key details
about your policy

What is a 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, the Category of Practice Guide and your policy schedule.

Your policy is subject to the terms, definitions, exclusions, limitations and conditions 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 when we receive payment from you. Your policy schedule sets out any special conditions which may apply to you, your policy period, personal details, your professional practice details, sums insured, sub-limits, deductibles, retroactive date, run-off period and any optional covers.

Your premium

When calculating your premium we take into account a number of factors, including:

- your category of practice;
- your gross billings;
- any optional covers selected or amendments to the standard cover that are requested;
- the states or territories where you practise;
- your claims history;
- your gender, which Avant considers to be defined as your sex at birth;
- the commencement date of your retroactive cover or run-off period;
- any specific factor which increases or decreases risk; and
- any special discounts or loadings including a risk surcharge. If applicable, the risk surcharge will be included in accordance with the *Medical Indemnity Act 2002 (Cth)*.

Your policy will come into effect from the start date of your policy period, which is shown on your policy schedule.

If you pay your premium late, we may reject your payment and you will not be covered under the policy.

If you pay your premium by instalments and your payment is overdue:

i. we can refuse any claim or request for indemnity if payment is 14 days (or more) late; and

ii. your policy will automatically cease if payment is one month (or more) late, without notification to you.

If there is a premium adjustment throughout the policy period which leads to a reduction in premium, we will apply any credit from the adjustment to existing debts before a refund is made to you.

If we cancel your policy for non-payment, you must pay all outstanding debt before you can apply for a new policy with Avant.

Your category of practice and gross billings

It is important that you select the correct category of practice and billings so that you are properly covered. The Category of Practice Guide on page 33 will help you do this. If this information is not correct, we may refuse to cover you. If your actions were fraudulent, we can treat your policy as never existing. We are also entitled to conduct an audit of your gross billings.

In the event that you change your category of practice or you declare incorrect gross billings, in addition to any other course of action available to us, you may need to pay an additional premium and may be liable to refund any previously provided Premium Support Scheme subsidy.

Premium Support Scheme

The Premium Support Scheme (PSS) is a Commonwealth Government scheme which assists eligible medical practitioners with the cost of their medical indemnity insurance. We have entered into an agreement with the Department of Health, Disability and Ageing to administer the scheme on the government's behalf. Participation in the PSS is optional. You must apply for the PSS subsidy separately for each year that you wish to be assessed for eligibility. Please refer to the PSS terms and conditions on the website for more information.

The PSS has a number of conditions which you must comply with. If you do not, the Department of Health, Disability and Ageing may not provide you with a subsidy under the PSS. We have no liability to provide you with a PSS subsidy, as it is provided by the Commonwealth Government.

If you require a PSS form, a copy of the PSS terms and conditions booklet or further information about the PSS, please visit our website or contact us.

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 **practitioner 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 practitioners ROCS cover on the same terms and conditions as the eligible 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;
- retire 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 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 cover for your past practice, until you resume practice or become eligible for ROCS.

Run-off cover is available to 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 if you are a medical practitioner, and $10 million if you are another type of healthcare professional. This includes legal defence costs. This amount is subject to the sub-limits as set out for Part B and C (if applicable) in the table below. Where more than one sub-limit applies to a claim, we will apply the higher sub-limit. The sub-limits shall be part of and not in addition to the maximum sum insured under this policy.

The maximum we will pay for any one claim under Part D in any policy period is $20 million for medical practitioners and healthcare professionals.

Coverage Part B: Disciplinary and other matters	**Sub-limit amount, for any one request for indemnity and in the aggregate for all requests for indemnity in any one policy period**
Disciplinary, criminal and coronial proceedings and inquiries (5-7)	$2 million
Medicare investigations and audits (8.1)	$2 million
Private health fund defence (8.2)	$2 million
Hospital inquiry defence (8.3)	$2 million
Government, statutory or private authority dispute defence (8.5)	$2 million
Subpoena for medical records (8.6)	$2 million
Mandatory reporting (8.7)	$2 million
Personal safety pursuit or defence (8.8)	$2 million
Appeal pursuit or defence (8.10)	$2 million
Statutory liability (8.11)	$2 million
Motor licence defence (8.13)	$2 million
Training program disputes pursuit or defence (8.4)	$500,000
Indemnity pursuit (8.9)	$500,000
Statutory fines and penalties (9)	$250,000
Loss of documents (11)	$250,000
Employee, employer or VMO disputes (8.12)	$175,000 (subject to joint contribution)
Defamation pursuit (8.14)	$150,000 ($20,000 deductible)
Removal from proceedings (8.15)	$50,000
Tax audits by the Australian Taxation Office (10)	$50,000
Coverage Part C: Communicable disease cover and away from work costs (if applicable)	**Sub-limits**
The sub-limits set out below are in addition to the sum insured in clauses 1-11	
Communicable disease cover (12)	as per your policy schedule
Away from work costs (optional cover) (13) • Personal expenses • Interruption to earnings	 $50,000 ($500 per day) $125,000 ($2,000 per day)
Coverage Part D: Public liability	**Sub-limits**
Public Liability (14)	$20 million for any one occurrence

Where you are covered

Cover in Australia

As part of your policy, you are automatically covered anywhere in Australia and its territories. So that we know where you practise most of the time, the state listed on your policy schedule should be your primary state of practice.

Cover outside of Australia

We understand that you may have the opportunity to provide healthcare to people outside of Australia. The cover provided in clauses 1-7 (other than the conditions and exclusions within clause 4.1(e) telehealth activities) includes 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 in the aggregate;

b) you were participating as a trainee in a healthcare training program for a period of less than two years, provided you were only outside of Australia for less than two years in the aggregate; or

c) the act was a Good Samaritan act, for which you are covered worldwide.

Notwithstanding subsections (a) and (b) of this section, we will not cover you for matters that arise as a result of 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.

You are not covered for any healthcare provided by you outside of Australia, or court or other proceedings that are brought or held outside of Australia, except as provided by the above. This includes where the patient and/or you are outside of Australia at the time healthcare is provided.

Governing law

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.

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.

Coverage Part A: Civil liability

This part of the policy is designed to cover you as a healthcare professional. This is to protect your personal assets and provide legal costs to defend you.

The maximum we will pay for any one claim and for all claims in the aggregate in the policy period in Part A is $20 million for medical practitioners and $10 million for all other healthcare professionals, unless otherwise stated in the PDS or 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.

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 made against you in the policy period:

1. Unpaid healthcare

in relation to unpaid healthcare provided by you.

2. Healthcare in private practice

in relation to healthcare in private practice, if you have declared private billings and this cover is specified on your policy schedule.

3. Public patient care (optional)

in relation to healthcare you provide to a public patient if you have declared public income and this cover is specified on your policy schedule, and where you are not indemnified or entitled to be indemnified by your employer, a hospital, local health district, a government scheme, the Commonwealth or a state or territory government entity or another person for public patient care.

4. Additional cover under Part A

Your cover under Part A is extended to support you if claims of the nature below arise.

4.1 We will cover you for amounts that you become legally liable to pay as compensation for civil liability, including legal defence costs, in respect of claims, arising from healthcare provided by you, made against you in the policy period:

a) **Breaches of privacy**
for actual or alleged breaches of privacy or confidentiality.

b) **Breaches of consumer protection legislation**
by your patient for actual or alleged breaches of the *Competition and Consumer Act 2010 (Cth)* and any equivalent state or territory consumer protection legislation.

c) **Defamation**
for actual or alleged defamation, libel or slander.

d) **Contractual liability**
cover for claims that arise from a contract you have entered into as part of providing healthcare services.

What you are not covered for under contractual liability:

We do not cover claims where you have agreed to take on extra legal responsibility through a contract, waiver, guarantee, or warranty, unless you would have been legally responsible for the claim even without that agreement.

e) **Telehealth activities**
by your patient in relation to you providing telehealth where:

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 of 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;

iv. you are in the pathologist or radiologist category of practice and the claim arises out of analysing samples or images and providing a medical opinion, where the sample or image has been received from a country outside of Australia; or

v. you provided a medico-legal assessment of a patient who is outside of Australia for the purposes of a claim, proceeding or other matter in Australia, including for an Australian court, tribunal, insurer or other Australian organisation, where the incident giving rise to the patient's injury, illness or condition occurred in Australia.

What you are not covered for under telehealth activities:

Any claims:

vi. 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:

a. the service is provided to a patient who is currently a hospital inpatient or in a hospital emergency department, providing you are practising in accordance with all accreditation requirements of that hospital; or

b. an in-person medical consultation has been performed by another medical practitioner and you have a written agreement with the medical practitioner and/or the medical practice where the in-person medical consultation took place and you have access to all patient medical records held by the medical practitioner and/or the medical practice; or

c. if you are in the pathologist, 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.

vii. 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

viii. 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.

f) **Intellectual property rights**
as a result of an infringement or alleged infringement of a third-party's intellectual property rights.

g) **Advice on goods sold**
as a result of negligent advice provided by you during the sale of any goods or products.

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.

i) **Liability for restricting practice**
as a result of you restricting the ability of a medical practitioner to practise medicine where that medical practitioner is required by a training institution or medical board to be supervised, mentored or trained by you in order to obtain or maintain a qualification or registration.

j) **Reports about others**
as a result of reporting an incident or a healthcare professional to a hospital, local health district or registration body where you were acting in good faith and in the public interest or you were required to do so by law.

We will also cover your continued assistance to the relevant body if the matter proceeds to an investigation or the relevant body requests additional assistance.

k) **Actions of others**
as a result of healthcare provided by:

i. another person who you are observing, supervising, mentoring or teaching; or

ii. a locum.

The other person (in the event this person is a healthcare professional) or the locum (as the case may be) 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.

4.2 Cover for your practice staff

If you provide healthcare as a sole practitioner (meaning there is no other healthcare professional in the same specialty as you, employed by or otherwise, working in the place where you provide healthcare (except a locum)), clauses 2 and 4.1 (a)-(g) are extended to cover your practice staff (but not a locum) for claims made against them in the policy period for any care, treatment, advice, service or goods provided by them in respect of the physical or mental health of a patient arising out of or in the course of their employment by you and within your category of practice.

This cover requires your practice staff to do all of the things that you would have been required to do under the terms of this cover if the claim had been made against you.

If you are a sole practitioner and did not contribute to, condone, or have prior knowledge of the act, error or omission of your practice staff, or a reasonable person in your position would not have had knowledge of the act, error or omission then exclusions 15.2, 15.3 and 15.4 (a)-(c) will not prejudice the right to indemnity under this clause.

What you are not covered for under cover for your practice staff:

We will not cover your practice staff for:

i. conduct in relation to healthcare as defined in sub-clauses (b)-(d) of the definition of 'healthcare' in section 5;

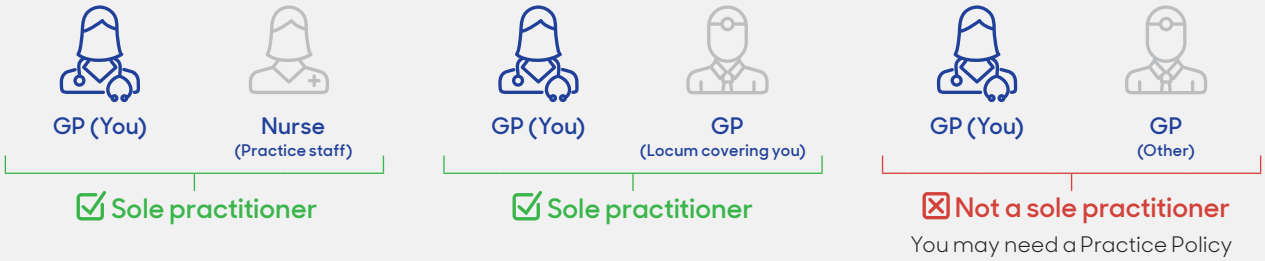
ii. any claims arising from or in connection with cosmetic procedures performed by your practice staff; and

iii. any claims arising from or in connection with healthcare provided outside of Australia.

Cover for your practice staff and entity

Are you a sole practitioner?

Under the **Practitioner Indemnity Insurance Policy** we consider you to be a sole practitioner if there is no other healthcare professional in the same specialty as you, employed by or otherwise, working in the location where you provide healthcare (except a locum). Examples include:



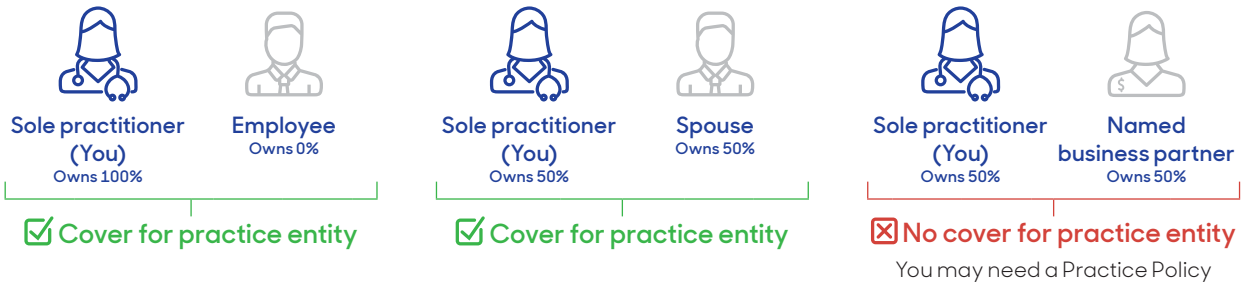
Are you covered for your practice staff?

As a sole practitioner, your practice staff have cover for specified healthcare under your **Practitioner Indemnity Insurance Policy** (refer to page 10 in the policy). Practice staff includes administrative staff but not medical practitioners. Examples include:



Are you covered for your practice entity?

If you are a sole practitioner who also owns and controls the entity where you practise, you have cover for that practice entity under your **Practitioner Indemnity Insurance Policy** for claims made against the practice entity. If you jointly own the practice with either 1) a spouse, 2) a person that does not provide healthcare at, or is involved in the daily operation of, the practice (e.g. a silent partner), or 3) a trust of which you are a beneficiary; then you also have this cover. Examples include:



Important note: If you are not a sole practitioner or if you require cover for cyber or public liability for your practice, you may need a practice medical indemnity policy to cover your practice entity and actions of your staff. If you have any questions, please contact us on **1800 128 268**.

Coverage Part B: Disciplinary and other matters

This part of the policy is designed to protect your reputation and ability to practise as a healthcare professional. It covers your legal fees and other expenses for inquiries from a variety of organisations that you are likely to come into contact with as a member of the healthcare industry. Your Avant policy automatically covers you for disciplinary and other matters for all healthcare you provide, including public, private and unpaid healthcare.

Division 1

Cover for disciplinary board, criminal and coronial matters and commissions of inquiry

We cover you up to $2 million for legal fees and other expenses that we incur with the lawyer or other person for matters which are commenced and notified to us in the policy period in relation to:

5. Disciplinary board proceedings

Defending or responding to an inquiry or complaint brought before a registration board, tribunal or complaints body arising from healthcare or your practice as a healthcare professional.

6. Criminal proceedings

Defending or responding to a criminal inquiry, investigation or proceeding arising from your provision of healthcare.

7. Investigations by the coroner or a commission

Attending a coronial inquiry or inquest, or responding to a request from a Royal Commission or Commission of Inquiry, or other government commission, where you are required to do so in your capacity as a healthcare professional.

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.

Division 2

Cover for other proceedings and actions

8. We cover legal fees and other expenses that we incur with the lawyer or other person in relation to any of the following complaints, proceedings and inquiries, arising from healthcare provided by you, commenced and notified to us in the policy period:

8.1 **Medicare investigations and audits**

cover up to $2 million for defending a civil or criminal action or responding to a notice, investigation or complaint which is related to an allegation of inappropriate practice within the meaning of the *Health Insurance Act 1973 (Cth)* and brought under that Act (including a Medicare audit or inquiry).

8.2 **Private health fund defence**

cover up to $2 million for defending a prosecution or responding to an inquiry brought by a health or medical benefit fund.

8.3 **Hospital inquiry defence**

cover up to $2 million for defending an inquiry, investigation or complaint brought against you by a hospital (including any patient care review and medical advisory committees or subcommittees of the hospital) relating to healthcare provided by you to a patient of the hospital.

8.4 **Training program disputes pursuit or defence**

cover up to $500,000 for pursuing or defending a complaint that arises from your involvement in a training program approved or recognised by a medical college in which you are involved as a medical student, trainee, supervisor, trainer, assessor, peer or expert reviewer.

What you are not covered for under clause 8.4

we will not cover you for any reconsideration and/or appeal application fees.

8.5 **Government, statutory or private authority dispute defence**

cover up to $2 million for 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.

8.6 **Subpoena for medical records**

cover up to $2 million for challenging a subpoena to produce medical records, if there are reasonable grounds or a reason to challenge the subpoena or the release of medical records pursuant to the subpoena.

8.7 **Mandatory reporting**

cover up to $2 million for 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.

8.8 Personal safety pursuit or defence

cover up to $2 million for pursuing or defending a complaint arising in relation to a patient or former patient which relates to or affects the personal safety of you, your immediate family, or your practice staff.

8.9 Indemnity pursuit

cover up to $500,000 for pursuing cover from another insurer, your employer, a hospital, local health district, medical college, university or government scheme in respect of any fact, matter or circumstance, where they have declined to assist you despite an arrangement or agreement to cover you in the event of a claim or matter in connection with your provision of healthcare.

8.10 Appeal pursuit or defence

cover up to $2 million for defending or pursuing an appeal from a judgment in proceedings where cover is provided in clauses 5-9 where, in our sole opinion, the appeal has reasonable prospects of success.

Where the appeal is from cover provided in clause 5-7, 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.

8.11 Statutory liability

cover up to $2 million for defending a complaint in relation to breaches of workplace health and safety law, environmental law, consumer protection law or privacy law, which occurred in connection with your provision of healthcare.

8.12 Employee, employer or VMO disputes

We provide cover in relation to:

a) defending a complaint that arises as a result of a dispute with your former, current or proposed employee or contracted staff member that relates to the contract or proposed contract under which the employee or staff member was, is or will be engaged, to assist you in your practice as a healthcare professional (including a complaint under discrimination laws);

b) 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

c) 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 officer (including a complaint under discrimination laws).

For each claim under this clause 8.12, we will cover a portion of the claim inclusive of defence costs up to $300,000 based on the following conditions:

d) we will cover you for the first $50,000 incurred on the claim.

e) we will cover you for half, and you will contribute the other half, of the amount incurred on the claim which is over $50,000 and up to a limit of $300,000.

f) the maximum amount we will cover under this clause is $175,000 in total, being the first $50,000 plus half of the next $250,000.

g) you will pay the amount of your joint contribution at your own risk.

h) we may require you to pay the joint contribution in clause 8.12(e) to us before we agree to provide any payments above the first $50,000 incurred on any claim.

i) if you fail to pay your joint contribution in clause 8.12(e) when requested, the following will apply:

   i. if additional defence costs are required, we will cap our liability under the policy for the matter at the amount of $50,000 plus our proportion of any payments paid or due and payable as at the date of your failure to pay your joint contribution; or

   ii. if the claim is capable of being settled but your failure to pay the joint contribution causes the matter to not be settled, our liability to indemnify you under the policy will be limited to the amount of defence costs incurred up until the date such settlement could have been achieved in accordance with this condition.

What you are not covered for under employee, employer or VMO disputes:

we will not cover you for costs and expenses that exceed the amount of unpaid remuneration reasonably sought to be recovered in connection with a claim by you for unpaid remuneration.

8.13 Motor licence defence

cover up to $2 million for 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.

What you are not covered for under motor licence defence:

we will not cover you for any punitive, aggravated or exemplary damages, fines or civil penalties.

8.14 Defamation or injurious falsehood pursuit

cover up to $150,000 for 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:

a) you were defamed by that person; or

b) you were the subject of an injurious falsehood which resulted in damage or loss to you.

What you need to pay:

This cover is subject to the payment of a $20,000 deductible by you to us, notwithstanding any endorsement on your policy schedule which imposes a deductible less than $20,000. If your policy schedule contains an endorsement which imposes a deductible that is greater than $20,000 then that is the deductible amount payable by you under this clause. This deductible is payable in addition to any other deductible that might apply under the policy.

8.15 Removal from proceedings

cover up to $50,000 for defending a complaint against you arising from healthcare that another healthcare professional has provided and where you have been included in the complaint due to your association with that healthcare professional.

9. Statutory fines and penalties

To the extent permitted by law, we will provide cover up to $250,000 in the aggregate for:

a) all claims for any statutory fines or penalties which you are legally liable to pay and are ordered to be paid by you and notified to us during the policy period resulting from proceedings by a regulatory, government body or authority based on your breach of workplace health and safety law, environmental law, consumer protection law or privacy law if the breach is directly related to your provision of healthcare;

b) any civil penalty based on your breach of workplace health and safety, environmental, consumer protection or privacy laws first ordered to be paid by you and notified to us during the policy period which is directly related to your provision of healthcare; and

c) any notification costs associated with notifying any patient, third-party or regulator in accordance with your legal responsibility as a result of any actual, alleged or suspected breach of privacy in relation to personal information collected arising out of your provision of healthcare.

What you are not covered for under clause 9(a)-(b):

Any monetary fines:

i. relating to any act, error or omission occurring or committed prior to the retroactive date;

ii. imposed where you knew, or reasonably should have known, prior to the policy period that you had violated any of these laws and committed an offence;

iii. imposed as a result of further breaches committed after you first knew, or where a reasonable person in the circumstances ought reasonably to have known, that you had violated the law and committed an offence, and which led to the imposition of increased or additional fines; and

iv. imposed outside of Australia and its territories.

What you are not covered for under clause 9(c):

Any:

v. wages, overtime, salaries or fees of you or your employees; and

vi. cost to comply with any injunctive relief.

Division 3
Tax audit and loss of documents

10. Tax audit by the Australian Taxation Office

We will provide cover up to $50,000 for accounting fees, legal fees and other expenses that we incur with the lawyer or other person in responding to an audit of you or your practice entity which is directly related to your practice as a healthcare professional. The audit must be commenced by the Australian Taxation Office during the policy period, and must be notified to us in writing during the policy period.

11. Loss of documents

We will provide cover up to $250,000 for costs incurred by you to replace or restore documents which have been destroyed or damaged, where such loss or damage is sustained in the policy period while the documents are either in transit or in your custody or the custody of any person to whom you have entrusted them in the course of the normal conduct of you providing healthcare, but only when:

a) such loss or damage is not a result of normal wear and tear, lack of access to electronic data, cybercrime, or where you deliberately or wilfully caused the destruction or damage; and

b) the cost to replace or restore the documents must be supported by bills and accounts which shall be subject to approval by the lawyer.

Coverage Part C: Communicable disease cover and away from work costs

We understand that the risks you face as a healthcare professional are unique. This part of the policy is designed to provide additional protection to assist you in running your practice.

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.

12. Communicable disease cover

We will pay you the amount specified in your policy schedule for communicable disease cover if, as a result of you first being diagnosed with HIV, hepatitis B or hepatitis C viruses, extremely drug-resistant tuberculosis (XDRTB), multi-drug-resistant tuberculosis (MDRTB) and New Delhi metallo enzyme (NDM-1) during the policy period and you:

a) retire due to disability;

b) substantially modify your practice to enable you to continue to practise medicine; or

c) undergo substantial training or retraining to enable you to continue to practise medicine.

You must notify us of your diagnosis in writing during the policy period.

Important note: If we pay a request for indemnity under this clause, your communicable disease cover will cease and will not be renewed or reinstated in a subsequent policy period. We will not provide communicable disease cover to you at any time in the future.

What you are not covered for under communicable disease cover:

You are not covered for any communicable disease:

i. that you knew you had, or a person in your position ought reasonably to have known, prior to the inception date of communicable disease cover; or

ii. where you are diagnosed with the disease within three months of the inception date of communicable disease cover.

Optional extension to Part C:

The following optional cover does not apply unless it is specified on your policy schedule:

13. Away from work costs

We will cover you up to $50,000, at a maximum daily rate of $500, for your personal expenses, being the reasonable travel and accommodation costs (including motor vehicle expenses), and up to $125,000, at a maximum daily rate of $2,000, for your interruption to earnings 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, an inquest or an administrative or disciplinary proceeding in respect of a claim or matter covered under clauses 1-7 of your policy.

The amount we pay you will be less any input tax credit or adjustment which you are entitled to claim.

We will only reimburse you for your personal expenses upon production of evidence of payment satisfactory to us, unless we have agreed in writing to make a repayment. Expenses for motor vehicle use will be reimbursed at a rate accepted by the Australian Taxation Office for motor vehicle expense claims.

We will pay you for each half day of lost earnings or income at the rates specified as the sum insured for interruption to earnings cover in your policy schedule.

What you are not covered for under away from work costs:

We will not cover you for any request for personal expenses or interruption to earnings cover where:

i. this is for the first day of attendance (interruption to earnings);

ii. you incur costs, expenses or payments without our prior written consent or where you attend without us or the lawyer requesting you to attend;

iii. you incur costs for first class, business class, premium economy or overseas travel or accommodation or chartered airfares unless you have first obtained our written approval;

iv. they are in relation to any claim or request for indemnity you knew about or a person in your position ought reasonably to have known might result in a request for personal expenses or interruption to earnings prior to the inception date of away from work costs cover;

v. interruption to earnings related to personal preparation time;

vi. you have not provided us with evidence of loss or proof of expenditure satisfactory to us; or

vii. personal expenses or interruption to earnings are in respect of claims or matters that are not covered under clauses 1-7 of the policy.

Coverage Part D: Public liability

This part of the policy is occurrence-based, which means that we will only cover a liability which arises out of an occurrence happening during the policy period and is directly in connection with the provision of healthcare. Notification of an occurrence can occur outside the policy period.

Cover is only provided where you are a contractor, and where you are acting as a healthcare professional working on third-party premises, meaning a location that is not owned, leased, or controlled by you.

Cover does not extend to your practice staff.

The maximum we will pay for any one occurrence and for all occurrences in the policy period in Part D is $20 million.

Subject to the terms, conditions, and exclusions of this policy, we will cover you for up to $20 million for:

14. Public liability

14.1 Amounts that you become legally liable to pay as compensation for:

a) personal injury or property damage; or

b) damage to property in your care, custody, and control; or

c) advertising liability; or

d) food or drink supply,

which arise out of an occurrence happening during the policy period, and:

i. which is directly connected with the provision of healthcare by you, and

ii. where you were a contractor; and

iii. where you were acting as a healthcare professional working on third-party premises.

14.2 Legal costs incurred by us in relation to a liability for which indemnity is available under clause 14.1.

14.3 Definitions

For the purpose of this Part D of the Policy the following definitions apply:

Advertising liability means any liability arising from advertising, provided by you or on your behalf, whether or not for a fee, and arising from actual or alleged:

a) breach of the misleading or deceptive conduct provisions of the Competition and *Consumer Act 2010 (Cth)*, or Schedule 2 to the *Competition and Consumer Act 2010* (the Australian Consumer Law), or any Fair Trading or similar legislation; and

b) unfair competition, piracy or idea misappropriation contrary to an implied contract.

Food or drink supply means food and drink which are supplied free of charge.

Legal costs means the necessary and reasonable costs, which are incurred by us through our appointed lawyers in response to matters covered by Part D of this policy.

Occurrence means an event that is neither expected nor intended by you and for which indemnity is available under clause 14.1. All liability arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one occurrence which occurred at the point in time of the first individual occurrence of the series.

Personal injury means death, bodily injury, illness, disease, disability, shock, fright, mental anguish and mental injury.

Property damage means

a) damage to or destruction of tangible property including any resulting loss of use of that property; and

b) loss of use of tangible property which has not been damaged, lost or destroyed where such loss of use is caused by physical damage to or destruction of other tangible property.

Third-party premises means premises not owned, leased or controlled by you, including premises temporarily occupied by you.

Property in care, custody, and control means

a) third-party premises (including the contents);

b) directors', employees', patients' and visitors' personal effects; and

c) other property,

that is not owned by you but which is in your temporary care, custody, and legal control.

Conditions applicable only to Part D: Public liability

14.4 To the extent that they are inconsistent with the terms, conditions and exclusions of Part D, clauses 15.9, 15.10 and 15.11 of the policy do not apply to any liability or request for indemnity under this section of the policy.

What you are not covered for under Part D: Public liability

14.5 We will not cover you for any liability, legal costs or requests for indemnity which arise out of, or are in connection with:

i. **Other cover under this policy**
any liability under Parts A, B or C of this policy.

ii. **Personal injury**
any liability arising from actual or alleged sexual harassment, sexual assault, sexual misconduct or any form of bullying or discriminatory conduct by you.

iii. **Advertising liability**
advertising liability arising from an actual or alleged:

a) failure of performance of any contract; however this exclusion will not apply to allegations for unauthorised appropriation based upon breach of a contract;

b) infringement of copyright or trademark; however this will not apply to unintentional and accidental use of titles or slogans;

c) incorrect description of any good or product;

d) statement, report or testimony that was made under your direction, knowing it was inaccurate or false; or

e) failure of your products or services to meet the performance, quality, usefulness or durability that was advertised.

iv. **Aircraft, hovercraft and watercraft**
the loss, destruction or damage to aircraft, hovercraft or watercraft.

v. **Cyber risks**
any loss, damage or liability arising out of or in connection with the use of or reliance on any software, hardware, network, system, or any other technology, whether owned, leased, or otherwise controlled by you, including:

a) cyber-attacks, hacking, or other unauthorised access to systems; or

b) data breaches, theft, loss or corruption of digital data or information; or

c) transmission of viruses, malware, or other harmful software; or

d) disruption or loss of service due to technological failures, including any network or system downtime.

vi. **Faulty workmanship**
any damage to property as a result of improper work performed by you or on your behalf, or by reason of materials or equipment that are defective or inadequate for such work, and require the property to be repaired, reconditioned or replaced.

vii. **Loss of use**
the loss of use of tangible property which has not been physically damaged or destroyed, where such loss of use is caused by a delay or lack of performance by you.

viii. **Tobacco**
the inhalation or ingestion of tobacco or tobacco smoke or products.

ix. **Vehicles**
the ownership, possession, operation or use by you of vehicles, where the vehicle is required by law to be registered or required by law to have compulsory liability insurance in force.

However, this exclusion does not apply to:

a) property damage relating to the loading and unloading of goods from vehicles; or

b) property damage caused by any vehicle which is designed primarily for lowering, lifting, loading or unloading within the confines of your premises.

x. **Workers' compensation and employment liability**

a) any personal injury incurred, contracted or occurring to any person while under a contract of service or apprenticeship with you;

b) any actual or alleged breach of an obligation owed by you as an employer to an employee or to a person deemed to be an employee under any workers' compensation law, scheme and/or similar legislation or arrangement; or

c) any claim for which compensation is available under any workers' compensation law, scheme and/or similar legislation, or arrangement, or would have been available had you complied with the law, scheme and/or similar legislation or arrangement.

This exclusion will not apply to any allegations arising out of any personal injury suffered by an employee while they are a patient of yours, which is caused by any negligent act, error or omission by you, involving the provision of healthcare.

General exclusions

15. We will not cover you in connection with:

15.1 Prior or pending claim or circumstances

any claim or circumstances which might give rise to a claim or request for indemnity, which:

a) you knew about or a person in your position ought reasonably to have known about and thought might result in a claim or allegation being made against you;

b) you notified us, or failed to notify us, of before the policy period commenced; or

c) you notified, or ought reasonably to have notified to another insurer before the policy period commenced.

15.2 Breach of registration or lack of qualifications

any healthcare you provide or any complaint, hearing or matter where you:

a) were not registered as a healthcare professional and you were required to be so registered;

b) were in breach of terms, conditions, undertakings or limitations on your registration as a healthcare professional;

c) have not completed the recognised training for, or lack the qualifications to provide such healthcare; or

d) were in breach of a registration standard requiring professional indemnity insurance arrangements covering all aspects of your practice as a healthcare professional.

15.3 Criminal or dishonest act

a) in respect of claims, any criminal or dishonest act or omission or deliberate or wilful breach of any statute, contract or duty of care by you.

b) in respect of legal fees and other expenses, a criminal act once you have been found guilty or admitted guilt to a court in a criminal prosecution but this exclusion will not apply to:

i. sentencing; or

ii. any other request for indemnity under Part B Division 1.

15.4 Any claims or circumstances under Part A: Civil liability and Part D: Public liability arising from:

a) **Sexual, bullying or discriminatory conduct**
sexual harassment, sexual assault, sexual misconduct or any form of bullying or discriminatory conduct by you.

Legal defence costs will be provided to you until there is a finding or determination by an adjudicative or determining body of sexual harassment, sexual assault, sexual misconduct, bullying or discriminatory conduct against you or where you admit guilt, misconduct or wrongdoing to an adjudicative or determining body.

From this point we reserve the right to recover all legal defence costs paid in connection with the claim.

An adjudicative or determining body includes but is not limited to a court, tribunal, commission, board, commissioner, committee, agency and professional council.

b) **Drugs and alcohol**
any breach of duty or obligation while you were under the influence of any drug, alcohol, intoxicant, narcotic or illegal substance;

c) **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;

d) **Inappropriate practice**
you engaging in inappropriate practice within the meaning of the *Health Insurance Act 1973 (Cth)*;

e) **Contract liability**
any liability that you assumed by contract, waiver, guarantee or warranty, except as provided by clause 4.1(d);

f) **Public patients**
healthcare involving public patients, except as provided by clause 3;

g) **Retroactive date**
in relation to Part A: Civil liability, healthcare provided before the retroactive date;

h) **Employer indemnity**
in relation to Part A: Civil liability, healthcare for which you are entitled to be indemnified by your employer, a hospital, local health district or government scheme, the Commonwealth or a state or territory government entity, or under another policy of professional indemnity insurance; and

i) **Outside run-off period**
in relation to Part A: Civil liability, if you hold a run-off policy, healthcare provided outside the run-off period.

15.5 Fines, penalties or punitive damages

any punitive, aggravated or exemplary damages, fines or civil penalties, except under clause 9, or repayment or reimbursement to Medicare or any private health fund.

15.6 Recovery of money or refund of patient fees

any action in relation to the recovery of money (except as provided by clause 8.12) or a request by a patient to refund fees they have paid to the insured or to waive fees due to the insured.

15.7 Sale of business

any request for indemnity arising in connection with the sale of your practice or business including any dispute arising in connection with any employment contract or contract for services that results from the sale or is negotiated as part of the sale.

15.8 Director and officer liability

any action in your capacity or in respect of your functions or duties as a director, officer, principal, trustee, associate or shareholder.

15.9 Public and products liability

notwithstanding cover under Coverage Part D: Public liability, any claims or circumstances arising from:

a) 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; or

b) the design, manufacture, distribution, promotion or sale of any goods or products; or

c) any physical loss of, or damage to property, or any loss or damage which results from that loss or damage.

15.10 Injury to employees

any personal injury or property damage suffered or allegedly suffered by any of your employees or contractors in the course of their employment or engagement.

15.11 Property damage

any claims or circumstances arising from any physical loss of or damage to property, including loss of use of property.

15.12 Pollution and asbestos

any claims or circumstances arising from pollution or asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion does not apply to any claim or request for indemnity arising from the treatment of a person or persons as a result of an illness or condition in any way involving asbestos.

15.13 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, except as provided by clause 4.1(k).

15.14 Radioactive materials

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

15.15 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) an act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense;

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.

15.16 Outside category of practice

healthcare (except for Good Samaritan acts and acts in emergency situations) that is not normally associated with your category of practice.

15.17 Outside of Australia

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

15.18 Legal costs incurred without our 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, irrespective of any cover provided under this policy.

General conditions

16. These conditions and the conditions listed in section 3, 'How claims work, additional conditions of your policy' form part of the policy and by accepting the offer of insurance, you agree to comply with the following:

16.1 Loss prevention and mitigation

You must not do, and must ensure that your practice staff, employees or contractors do not do, anything reckless or wilful 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.

16.2 Subrogation and other insurance

16.2.1 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.

16.2.2 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.

16.2.3 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.

16.3 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.

16.4 Risk management

We are entitled to undertake a practice audit, peer review, risk analysis or other investigation of you or your practice 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 no less than 14 days' notice in writing.

16.5 Cessation of specified clinical activities

16.5.1 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.

16.5.2 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.

16.6 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.

16.7 You must tell us your correct gross billings amount

You must supply us with an accurate estimate of your gross billings at the beginning of the policy period. You must tell us if this estimate changes during the policy period.

During the policy period, we are entitled to conduct an audit of your gross billings and we require you to comply with our requests for information to undertake this audit. If we find that the gross billings you declared at the beginning of the policy period were not accurate, we may require you to pay an additional premium. If you intentionally supply us with an inaccurate estimate of your gross billings, we may avoid the policy entirely (that is, we may treat the policy as never being of any force or effect).

16.8 Cancellation

16.8.1 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.

16.8.2 We may cancel this policy by giving you 14 days' notice in writing:

a) if you have not paid your premium within 30 calendar days of the policy period commencing;

b) in the event that you are paying via instalments and an instalment remains unpaid for more than one month;

c) if you are in breach of any of the conditions of this policy including a failure to pay your deductible;

d) if you threaten or abuse Avant staff;

e) in the event that you have been deregistered or have an indefinite suspension placed on your Ahpra registration;

f) if you hold a run-off policy and are providing healthcare; or

g) for any other reason available to us under the *Insurance Contracts Act 1984 (Cth)*.

16.8.3 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.

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
Online **avant.org.au**

These additional conditions form part of the policy and by accepting the offer of insurance, you agree to comply with the following:

Claims made insurance (Part A - C)

Parts A - C of this policy operate on a claims made basis. They cover 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 legal fees and other expenses for disciplinary and other matters, such as tax audit cover and cover for loss of documents. 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.

These parts of the policy do 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 period of insurance, 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 period of insurance. Any such rights arise under the legislation only and do not form part of this contract.

Occurrence-based insurance (Part D)

Part D of the policy is an occurrence-based cover for public liability. This means that, where you are eligible, we will cover you for occurrences giving rise to a public liability claim that occurs during the policy period while you are providing healthcare on a third-party premises. Notification of the occurrence can occur outside the policy period.

Cover for your past practice: Retroactive cover

As a practising healthcare professional, you need 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. We will make an offer of retroactive cover based on your advice to us.

It is a requirement of your registration that you have appropriate retroactive cover in place.

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.

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 15.1, 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.

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 or if you opted to have the away from work optional cover, these 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 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:

i. cancel the policy. If the policy is cancelled due to non-payment of your deductible(s), there will be no pro rata refund; and

ii. charge a late fee or interest from the date the payment is due.

You must notify us of a claim

You must notify us in writing as soon as practicable of any claim. If you do not, then you may not be covered under this policy and your right to indemnity may be prejudiced.

Report a claim 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, including the date the healthcare was provided or the act, error or omission leading to the claim;

c) the patient's name; and

d) the particulars of the claim.

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 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.

No admission

You must not make, and must ensure that your practice staff, employees or contractors do not make, any admission, offer or compromise in relation to any claim 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. 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. They are not our agents or employees. 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.

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 they ask 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 where 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 other 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 other expenses for pursuing, defending or responding to a request for indemnity under Part B if we believe, in our sole opinion, 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 other 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 other expenses, we will only pay you thereafter for the reasonable legal fees and other 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 obtain our written consent 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 other 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, to assess if there has been a material change in risk 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.

You can notify us by contacting us on **1800 128 268**.

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;
- your gross billings change;
- you require a 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 the 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.

Updates to your policy

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

Change in registration status

You must tell us as soon as practicable, and 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.

Premium adjustment

We may refund part of the premium you have paid on a pro rata basis if you make a change to your policy which reduces the premium.

If you have declared to us billings that do not accurately state your actual billings we are entitled to adjust the premium so that you are liable to pay to us the amount that would have fallen due if you had provided accurate billings to us.

If, after the commencement of your policy, your personal circumstances change so that you will not be providing healthcare for a period more than three months during the policy period, we may consider a refund of part of the premium you have paid on a pro rata basis if you apply to us immediately upon any change of circumstances.

Our dispute resolution process

If you have any complaints 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**

What financial services do we offer?

We are an Australian Prudential Regulation 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 practitioner 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.

How we are remunerated

We charge premiums for the insurance products we provide.

We are paid a fee by Medicare to reimburse the ongoing costs associated with administering medical indemnity support schemes on behalf of Medicare 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.

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.

When we receive your notification in writing to cancel your policy within the cooling-off period, we will refund to you any premium paid.

However, 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 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

Definitions

Category of practice

The category of practice which is specified in your policy schedule.

Claim

A demand for compensation or damages in relation to healthcare which:

a) is first made against you during the policy period; and

b) you tell us about in writing during the policy period.

Clinical trial

A clinical trial or research project approved by a properly constituted ethics committee in accordance with National Health and Medical Research Council Guidelines and conducted in accordance with any conditions and approvals made by that ethics committee.

Complaint

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

Cosmetic procedures

Operations, procedures and treatments that revise or change the appearance, colour, texture, structure or position of normal bodily features with the sole intention of improving the patient's appearance or self-esteem. They include non-surgical cosmetic medical procedures and cosmetic surgical procedures.

Deductible

The deductible is the amount set out on your policy schedule and/or the sum specified in this policy which you pay at your own risk in respect of any relevant claim or request for indemnity under this policy.

Documents

A document of any nature whether written, printed or reproduced by any method including computer records or electronic data but does not include money or negotiable instruments.

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 in a professional capacity as a healthcare professional to or in relation to a patient in respect of their physical or mental health;

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 paid or unpaid presentation or address or providing medical advice or information that is published, including in a newspaper, textbook, journal, video, mobile application or blog;

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; or

e) you acting in an administrative capacity that is directly related to the provision of healthcare.

Items (a), (b), (c) and (e) apply only to the extent that they are 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.

For the avoidance of doubt, healthcare does not include the supervision or management of staff, or activities performed in an employment, managerial or supervisory capacity, including any actual or alleged bullying, harassment, discrimination or other workplace conduct involving colleagues, staff, contractors or employees.

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 they are not required to be registered.

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.

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.

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.

Locum

A healthcare professional within your category of practice engaged by you as an employee or independent contractor to temporarily cover your practice during your absence from it.

Medical practitioner

A person registered as a medical practitioner under the laws of the Commonwealth or a state or territory of Australia that provide for the registration of medical practitioners.

Occurrence

An event, or series of events, that is neither expected nor intended by you and for which indemnity is available under clause 14.1. All liability arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one occurrence which occurred at the point in time of the first individual occurrence of the series.

Other person

An accountant, an actuary, an expert witness, a witness as to fact, a public relations consultant or any other person required to assist us in any matter covered under this policy.

Patient

A person who has received, is receiving or is due to receive, medical care and/or treatment. This may also include the patient's family.

Policy

This PDS and supplementary PDS', all sections of the practitioner indemnity insurance policy and the policy schedule.

Policy period

The period of cover specified in your current policy schedule.

Policy schedule

The current schedule to this policy.

Practice entity

A corporate entity where you practise as a sole practitioner and which you own and control, either solely or jointly with a spouse, a person who does not provide healthcare at, or is involved in the daily operation of the practice, or trust of which you are a beneficiary.

Practice staff

A person engaged or employed by or otherwise working for you, other than a medical practitioner, who is supervised or instructed in their activities by you when they provide healthcare.

Premium

The amount you are required to pay for insurance under this policy for the full policy period specified in your policy schedule. This includes the base premium, any premium for retroactive cover, government taxes and levies. Your premium is specified on your tax invoice.

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 other 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 your 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.

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 provide healthcare (except a locum).

Telehealth

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

Us, we, our

Avant Insurance Limited ACN 003 707 471 and AFSL 238 765.

You, your

The healthcare professional named as the insured on the policy schedule, and if that insured is a sole practitioner and wholly or jointly owns the corporate entity with a spouse, a person that does not provide healthcare at, or is involved in the daily operation of, the practice or a trust of which they are a beneficiary, then the insured's practice entity.

6. *Category of* Practice Guide

General advice

This category guide (the guide) and your insurance policy are issued by Avant Insurance Limited (ACN 003 707 471) under Australian Financial Services Licence number 238 765.

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 contained in the policy booklet provided.

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Purpose of this guide

This guide is designed to provide you with information about our categories of practice and details on calculating your gross billings. It is important that you select the category of practice which best describes your activities as a healthcare professional, the state in which the majority of your practice occurs and correctly calculate and advise us of your gross billings.

Categories of practice are determined by Avant Insurance Limited and may be updated, amended or replaced from time to time.

The section on gross billings explains in detail what this term means including examples of various billing and income types you may need to include.

Categories of practice

What is your category of practice?

Your category of practice:

- is determined by your qualifications and the type of work you do in your professional practice; and
- should reflect the work you will undertake during the period for which you seek indemnity insurance.

In order to be fully indemnified for all aspects of your practice, you should advise us of any work or procedures you do outside the category of practice you have selected. Failure to do so will result in no cover for a procedure outside your chosen category. You may be asked to supply proof of training or qualifications supporting your application for a particular category or to perform specific procedures or activities. The categories are divided into nine groups:

- Intern and Resident Medical Officer;
- Doctor in Training;
- General Practice;
- Cosmetic Practice;
- Other Medical;
- Specialist Non-surgical;
- Surgeon;
- Allied Health; and
- Dental.

To assist you in determining your category of practice, we have listed inclusions and exclusions, which apply to specific categories.

The inclusions and exclusions are intended to be a guide rather than an exhaustive list of the procedures or activities. If you have any questions about procedures or activities you undertake, please do not hesitate to contact us on **1800 128 268**.

If you perform procedures that are inconsistent with your chosen category of practice, or that are excluded under your chosen category, you will not be indemnified.

Changing your category of practice

If the work you undertake changes, and as a result you need to change your category of practice, you must notify us as soon as practicable.

We may limit the frequency of changes you can make to your category of practice during a policy period. Where multiple changes are requested, we may require a minimum period of three months between changes.

A maximum of four changes to your category of practice may be permitted during a policy period.

If you do not notify us of such a change, we will not provide cover for healthcare which is not consistent with the category specified on your policy schedule at the time an incident occurs.

Procedures outside your category of practice

If you are performing procedures that are not normally associated with your category of practice and you are unsure whether your risk category is appropriate or you require assistance in determining your gross billings, please contact us on **1800 128 268**.

Important note: If you are prescribing growth hormones, anabolic compounds or unregistered peptides, you must contact us so we can consider whether we are able to provide cover for this activity. Cover is not automatically included. It is subject to an underwriting assessment and confirmed by endorsement.

Gross billings

Your gross billings are the amount that you charge for the healthcare that you provide before any apportionment or deduction of any expenses and/or tax, during the policy period.

If you declare incorrect gross billings to us, in addition to any other course of action available to us, you may be required to pay an additional premium and may need to refund any previously provided Premium Support Scheme subsidy.

Please contact us if you would like some more information.

Important notes:

Private healthcare
You must include the total amount you expect to bill for the healthcare you provide, not the income, salary or drawings you expect to receive or retain. Declaring only the income you receive does not provide us with an accurate view of the healthcare you provide, and does not meet your obligation to provide accurate gross billings.
Public healthcare
You only need to include your public healthcare income if you do not receive indemnity for this work already through the public hospitals indemnity scheme or your employer. This should only be included if we have agreed to cover you for your public patient care.
Bulk billing practice
If you bulk bill Medicare for healthcare, you should include the total of all amounts received in the bulk billing claim or assignment of benefits, and not just the proportion you receive.

Calculating your gross billings

Your annual estimated gross billings must include the total of the following:

Includes:

- amounts billed to Medicare before any rebates;
- amounts billed to patients, for which there is no Medicare rebate available. You must include the full amount billed to your patients, not the income you receive;
- amounts billed for healthcare to public patients where you do not have access to indemnity from the public hospital's indemnity scheme or your employer, and we have agreed to provide indemnity;
- payments by individuals, the Commonwealth Department of Veterans Affairs, Workers' Compensation schemes and third-party and/or vehicle insurers;
- income earned for healthcare you provide outside of Australia, if we have agreed to cover that overseas practice;
- income you derive from any other source as part of your medical practice – such as professional fees and incentive payments other than those made under the Australian Government's Practice Incentives Program (PIP); and
- if you are a radiologist, pathologist or cosmetic practitioner, you must declare gross billings commensurate with the number of patient services you provide. You cannot declare only your salary or income as this does not reflect the healthcare you provide.

Excludes:

- income from public patient healthcare for which medical indemnity cover is provided by a public-sector organisation or your employer.

Important information

Not all doctors are the same. We value your individuality.

With advancements in medicine, we are seeing an increasing number of our members working across multiple areas of practice. While we currently offer 85 categories of practice, and these are appropriate for the majority of our members, we acknowledge that your practice may be unique.

You may practise across multiple specialties or sub-specialties or you may practise in one area and have a special interest in another. You may practise predominantly in one category with a small percentage of your work being undertaken in another category. We can tailor a solution for you.

If you have a practice profile that does not follow the typical format, please contact us for an individual assessment at **member.underwriting@avant.org.au**

New fellows

We understand the journey you are on and the challenges that go along with entering practice as an independent medical practitioner. We are here to support and assist you to navigate the complexities of the next stage of your career. Which career path will you choose?

Advanced training

You may decide to enter an advanced training program, rather than move into independent medical practice. If you are moving from one training program directly into another, you can remain in a Doctor in Training category.

If you are unable to move directly into another training program and you are unable to find a role using your specialist qualification, we will allow you to remain in a Doctor in Training category if your new training program will commence within two years.

If you are unable to obtain a place on a training program within two years and you are not using your specialist qualification, you must move into the Career/Hospital Medical Officer category. If you are using your specialist qualification, see below.

Entering the public health system as a specialist

You will need to select the specialist category that aligns with your qualification.

While you will generally be indemnified for medical negligence claims, your employer will rarely provide cover for all the areas of medico-legal risk to which you are exposed.

An Avant policy can provide independent protection and peace of mind in the following areas:

- mandatory reporting of a healthcare professional;
- registration board, disciplinary, coronial and criminal investigations and proceedings; and
- fees and expenses in the event of a dispute with your employer regarding your conduct towards a patient or pursuing indemnity from your employer's insurer if they decline to assist you regarding a claim.

Entering private practice

You will need to select the specialist category that aligns with your qualification and estimate your gross billings from private practice.

The decision to move into private practice can be daunting and ensuring that you have the right insurance protection is key. An Avant policy can provide additional protection and peace of mind in the following areas:

- cover for civil liability arising from the healthcare services you provide and claims made against you as a result of your reporting of a healthcare professional or incident;
- cover for legal fees and expenses for proceedings such as disciplinary, coronial and criminal investigations, Medicare and tax audits and inappropriate practice defence; and
- cover for communicable diseases and optional away from work costs.

Our Getting Started in Private Practice program (GSIPP) offers substantial savings to help ease financial pressures when you start or join a private practice. Check your eligibility on our website **avant.org.au/newprivatepractice**

Where you have employer indemnity

There is automatic cover for Parts B - D where you are employer-indemnified. You don't need to opt in to receive this.

Cover for Part A: Civil liability is extended for public patients where you have included your public income or salary in your gross annual billings and where we have agreed to cover you. If we have agreed to cover you, this will be specified on your policy schedule.

International Medical Graduates

If you are an International Medical Graduate (you obtained your medical qualifications outside of Australia) and you:

- meet the eligibility criteria for a Doctor in Training, then you may select the relevant Doctor in Training category;
- hold specialist, provisional or general registration, then you will need to select the category of practice which best describes your activities as a healthcare professional.

Important note: Eligibility for categories of practice may be subject to underwriting approval.

Staff specialists

You are employed in the public sector and your position is staff specialist. If you hold a specialist qualification but are not employed as a staff specialist you should locate the category of practice in this guide that aligns with your specialist qualification.

New South Wales

Staff specialist level 1

- No drawing rights or private practice
  We will record 'staff specialist – level one' as well as your practice category.

Staff specialist level 2 – 5

- Paediatric or rural
  If you are a staff specialist and you have signed a contract of liability with the Treasury Managed Fund (TMF) in relation to the treatment of paediatric and/or rural patients and you:

  a) do not undertake any practice outside of that agreement. We will record staff specialist indemnified as well as your practice category;

  b) treat private patients within your staff specialist role which falls outside the terms of the TMF agreement. We will ask for the drawing rights for that portion of your practice and record your practice category and billings amount; and

  c) treat private patients within your staff specialist role which falls outside the terms of the TMF agreement and you perform private practice outside of your staff specialist role. We will ask for your drawing rights from that portion of your practice that falls outside the TMF agreement PLUS your private practice billings and record your practice category and total billings amount.

Other staff specialists

- Drawing rights only
  We will record your staff specialist level (2–5) and FTE status.
- Drawing rights plus private practice
  We will record your practice category and annualised gross billings amount.

National (excluding New South Wales)

- No private practice
  We will record your practice category and nil billings.
- Private practice
  We will ask you for your annualised gross billings and record your practice category and gross billings amount.

The criteria for this category can appear complex. If you require assistance please contact us **1800 128 268** and we will assist you to provide the information we require based on your circumstances.

Intern and Resident Medical Officer categories

Intern

You are a new graduate, provisionally registered with the Australian Health Practitioner Regulation Agency, and 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 your internship; 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 your internship.

Resident Medical Officer (2nd postgraduate year)

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 that is:
  a) consistent with your qualifications, experience and level of training; and
  b) undertaken in a hospital or other appropriately supervised clinical setting.
- surgical assistance to a FRACS qualified surgeon; and
- volunteer work (such as providing unpaid services to a charity or community group) that is consistent with your qualifications and experience.

Excludes:

- private practice involving cosmetic treatments, obstetrics, dermatology, pathology or radiology;
- telehealth services outside of your employer-indemnified role; and
- surgically assisting surgeons for cosmetic procedures where the primary medical practitioner does not hold FRACS.

Doctor in Training category

Important note

Eligibility for these categories may be subject to underwriting approval.

You must tell us if your enrolment in the training program ceases or is paused, as you may need to move to a different category of practice.

Unless otherwise stated in your category of practice, all training categories:

Include:

- unlimited private practice:
  a) where it forms part of your training program; and
  b) that is performed outside of your training program (including locum work, after-hours GP work and surgical assistance to a FRACS qualified surgeon) that is consistent with your qualifications and experience
- volunteer work (such as providing unpaid healthcare for a charity or community organisation) that is consistent with your qualifications and experience;
- surgical assistance to a FRACS or equivalent qualified surgeon; and
- research up to three years' duration.

Exclude:

- private practice outside of your training program involving cosmetic treatments, obstetrics, dermatology, pathology or radiology, where you bill the patient directly and you are NOT under the direct supervision of a medical practitioner who is qualified to perform such procedures;
- medical practitioners who already hold a specialist qualification recognised by the relevant Australian/ Australasian college and have practised using that qualification, publicly or privately;
- medical practitioners who have previously engaged in private practice in Australia;
- surgical assistance for cosmetic procedures where the primary surgeon does not hold FRACS; and
- telehealth outside of your training program.

Doctor in Training

Senior Resident Medical Officer PGY3-5

You are a non-specialist medical practitioner in your 3rd, 4th or 5th postgraduate year whose primary employment is in a public teaching hospital, government-funded placement, or other appropriately supervised clinical setting and where you are indemnified by your employer.

You will be eligible for this category until you reach PGY6, when you will automatically move to the Hospital Registrar category of practice unless you contact us to update your training program.

General Practice Registrar

You are a GP Registrar who is currently enrolled in an accredited general practice training program, or participating in a recognised pathway to such a program, leading to Fellowship of the Royal Australian College of General Practitioners (RACGP) or Australian College of Rural and Remote Medicine (ACRRM).

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

1. five years from the date you commence the training program;
2. you complete the training program; or
3. your enrolment in the training program ceases.

If your training program is extended beyond five years, please contact us. We may be able to continue offering this category of practice where the extension has been approved by your training organisation and you meet our underwriting criteria.

Specialist in Training

You are enrolled in a specialist training program recognised and approved by the relevant Australian or Australasian specialist college and accredited by the Australian Medical Council.

You are eligible for this category of practice until the earliest of:

1. ten years from the date you commenced your specialist training;
2. completion of your training; or
3. your enrolment in, or participation in, the training program ceases.

If your training extends beyond ten years, please contact us. We may allow you to remain in this category of practice where the extension has been approved by your training organisation or you are undertaking an approved subspecialty training program, provided you meet our underwriting criteria.

Hospital Registrar

You are an unaccredited registrar who is actively seeking entry into an accredited specialist or advanced training program and has not previously practised as a consultant or specialist in Australia.

You are eligible for this category of practice until the earliest of:

1. five years from the date you enter this category of practice;
2. you commence an accredited training program or recognised pathway; or
3. you cease attempting entry into an accredited training program or pathway.

On year six, we will move you to the Career/Hospital Medical Officer category unless you contact us to update your details.

General Practice categories

Important notes:

Skin cancer medicine

If your skin cancer work is limited to skin cancer checks and minor excisions (confined to elliptical and able to achieve primary wound closure) and generates no more than 25% of your gross billings, then you may select the General Practice Non-procedural category.

If you are a general practitioner who offers specialised skin cancer services or you work in a dedicated skin cancer clinic, you must select from the General Practice – Procedural Standard or General Practice Procedural Non-standard categories based on the one that best reflects the rest of your practice.

Mirena, Implanon and Implanon NXT

The insertion and removal of Implanon, Implanon NXT and IUCD (including Mirena) are covered under the General Practice Non-procedural and General Practice – Procedural Standard categories provided you have undertaken the relevant training.

Shared antenatal care

If you provide shared antenatal care with no involvement in the induction or management of labour or delivery of the infant except in an emergency, then you may select the General Practice Non-procedural category.

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.

Surgical assisting

If you perform surgical assisting and you are not the primary or supervising surgeon, in addition to your non-procedural work, cover is included under the General Practice Non-procedural category.

Note: Surgically assisting cosmetic procedures where the primary surgeon does not hold FRACS is not covered.

If you undertake surgical assisting but do not undertake any other clinical practice you can select the Surgical Assistant category.

Intrapartum obstetrics

If you are a general practitioner who provides intrapartum obstetrics or caesarean sections and you are not employer-indemnified, you must select the General Practice – Procedural Obstetrics category.

Emergency medicine

If you are a general practitioner who only works in emergency medicine, please choose the Emergency Medicine category.

Cosmetic medicine

If you are general practitioner or a 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.

Specialist rural generalist

If you are a specialist rural generalist who holds FACRRM, FRACGP-RG or an equivalent recognised qualification, you must select the category of practice that reflects the highest level of procedural healthcare you provide.

General Practice Non-procedural

You are a general practitioner engaging in consultative family medicine for a wide range of medically-indicated conditions. You are providing evidence-based treatments and minor procedures, limited to local anaesthesia, IV pain relief and basic nerve blocks, in your surgery or rooms, hospitals or nursing homes. A component of your practice may be providing simple cosmetic procedures limited to the list below:

- botulinum toxin injections e.g. Botox;
- dermal rolling, skin needling and Roll CIT;
- fruit acid peels (superficial only);
- microdermabrasion;
- non-permanent reversible filler injections (where you have, and are able to use, the reversing agent) e.g. Juvederm;
- sclerotherapy and microsclerotherapy (excluding applications to the face);
- skin boosters e.g. Rejuran;
- intense pulse light (IPL) (including photo rejuvenation using non-ablative lasers only);
- nipple and areolar tattooing following breast reconstruction; and
- tattooing of scars.

Excludes:

- procedures requiring the use of IV sedation, regional anaesthesia or general anaesthesia – see our General Practice – Procedural Standard or General Practice Procedural Non-standard categories;
- laser treatments to genitalia – see General Practice – Procedural Standard;
- surgical termination of pregnancy – see General Practice Procedural Non-standard;
- cosmetic treatments other than those listed – see Cosmetic Practice;
- skin cancer medicine specialists/skin cancer clinics – see General Practice – Procedural Standard;
- intrapartum obstetrics including caesarean section; and
- surgically assisting cosmetic procedures where the primary surgeon does not hold FRACS.

General Practice – Procedural Standard

You are a general practitioner performing the activities below. You have undertaken the relevant training and have the required experience and qualifications to undertake these treatments.

Includes:

- anything covered under General Practice Non-procedural PLUS:
  - a) bronchoscopy;
  - b) chemical peels – superficial only;
  - c) circumcision (male only);
  - d) colonoscopy;
  - e) core needle biopsies;
  - f) curetting or excision of meibomian cysts or chalazion;
  - g) dilating salivary gland duct;
  - h) electrophysiology studies;
  - i) endoscopy including upper GIT endoscopy;
  - j) endovenous laser treatment (EVLT, including treatments using other energies such as radiofrequency);
  - k) ambulatory phlebectomy (provided you hold Fellowship of the Australasian College of Phlebology);
  - l) excisional biopsy or drainage of lymph gland;
  - m) frenectomy or frenulectomy;
  - n) gastric band adjustments via portacath;
  - o) gynoscan for cytological/histological investigation of the endometrium;
  - p) hysterosalpingogram;
  - q) IV sedation – using benzodiazepines, narcotics and anaesthetic agents such as propofol (including IV sedation administered by general practitioners for the purpose of operating lists performed by other practitioners, whether in their rooms or in a hospital or day surgery facility);
  - r) laser treatments to genitalia (non-cosmetic purposes only);
  - s) paracentesis;
  - t) PRP (platelet rich plasma) injections/ therapy (cosmetic applications) – excludes genitalia applications;

u) PUVA and UVB treatment;

v) regional anaesthesia – minor regional anaesthesia only (including axillary nerve blocks but excluding spinal or extradural nerve blocks);

w) sclerotherapy and microsclerotherapy (including application to the face);

x) skin cancer medicine – general practitioners who specialise in skin cancer medicine and/or work in skin cancer clinics including flaps and grafts;

y) syringing of tear duct; and

z) vasectomy.

Excludes:

- caudal anaesthesia procedures;
- procedural activities listed under the General Practice Procedural Non-standard category;
- surgical termination of pregnancy (STOP) – see General Practice Procedural Non-standard;
- intrapartum obstetrics including caesarean section – see General Practice – Procedural Obstetrics;
- liposuction including where this is performed to harvest stem cells;
- subdermal radiofrequency tissue tightening and lipolysis e.g. FaceTite, BodyTite and AcuTite; and
- surgically assisting cosmetic procedures where the primary surgeon does not hold FRACS.

General Practice – Procedural Non-standard

You are a general practitioner performing the activities below. You have undertaken the relevant training and have the required experience and qualifications to undertake these treatments.

Includes:

- anything covered under General Practice – Procedural Standard PLUS:

a) anaesthesia;

b) appendectomy;

c) caudal epidurals;

d) dilatation and curettage (D&C);

e) hernia repair;

f) minor orthopaedic surgery (such as carpal tunnel surgery and knee arthroscopy);

g) surgical assistance;

h) termination of pregnancy (up to 22 weeks gestation only);

i) tonsillectomy;

j) treatment related to ectopic pregnancy; and

k) vasectomy reversal.

Excludes:

- intrapartum obstetrics including caesarean section – see General Practice – Procedural Obstetrics;
- liposuction including where this is performed to harvest stem cells;
- subdermal radiofrequency tissue tightening and lipolysis e.g. FaceTite, BodyTite and AcuTite; and
- surgically assisting cosmetic procedures where the primary surgeon does not hold FRACS.

General Practice – Procedural Obstetrics

You are a general practitioner who holds DRANZCOG or equivalent recognised qualification and performs procedural activities, including obstetrics.

Includes:

- anything covered under General Practice Procedural Non-standard; and
- intrapartum obstetrics including caesarean section.

Cosmetic Practice category

Cosmetic Practice

You are a medical practitioner performing the activities below. You have undertaken the relevant training and have the required experience and qualifications to undertake these treatments.

However, you are not a specialist plastic surgeon who holds FRACS or equivalent recognised qualifications.

This category is designed for medical practitioners who perform the general cosmetic treatments listed below.

Includes:

- anything covered under General Practice Non-procedural and General Practice Procedural Standard PLUS:
  a) chemical peels (medium) – papillary dermal peels using peeling agents such as alpha hydroxy acids and augmented trichloroacetic acid solutions;
  b) chemical peels (deep) – reticular dermal peels using peeling agents such as phenol (including Baker-Gordon Phenol formula) and trichloroacetic acid;
  c) dermabrasion;
  d) dermal fillers;
  e) facial thread lifts (excludes thread lifts that involve excision of skin);
  f) hair transplants using follicular unit extraction (FUE);
  g) laser tattoo removal;
  h) laser therapy and laser resurfacing (ablative lasers);
  i) fat-dissolving TGA approved injections e.g. Belkyra; and
  j) non-invasive energy based lipolytic treatments e.g. CoolSculpting.

Excludes:

- all procedures involving general or tumescent anaesthesia;
- blepharoplasty;
- hair transplants using follicular unit transplantation (FUT) transplants;
- fat injections (other than fat-dissolving TGA approved injections);
- liposuction including where this is performed to harvest stem cells;
- subdermal radiofrequency tissue tightening and lipolysis e.g. FaceTite, BodyTite and AcuTite;
- scalp reductions;
- all other procedures and treatments to genitalia which are not included in the General Practice Non-procedural and General Practice Procedural Standard categories; and
- surgical assisting a surgical procedure where the primary surgeon does not hold FRACS.

Cosmetic procedures

Cosmetic procedures are defined as: operations, procedures and treatments that revise or change the appearance, colour, texture, structure or position of normal bodily features with the sole intention of improving the patient's appearance or self-esteem. They include non-surgical cosmetic medical treatments and surgical cosmetic treatments.

Other Medical categories

Absentee (Deferment)

You are a medical practitioner who has voluntarily ceased medical practice for a period of time. This category is designed for medical practitioners on paternity leave, study leave, overseas work, illness or sabbaticals.

This cover is only available for a period of 12 consecutive months, after which, at your next renewal, we will assume you have reverted to your original category unless you tell us otherwise.

Includes:

- gratuitous services limited to Good Samaritan acts worldwide, volunteer services and the writing of a prescription or a referral.

Excludes:

- elective clinical healthcare activities (e.g. consultations, procedures or treatments);
- medical practitioners who are or become eligible for the Run-off Cover Scheme (ROCS);
- medical practitioners whose Ahpra registration is suspended or who have conditions on their registration that state that they are unable to practise. You must remain in the category of practice that aligns with your qualifications;
- medical practitioners who have had their Ahpra registration cancelled. If your registration has been cancelled you must tell us immediately and we will provide an offer of run-off to protect your past private practice if you do not meet the eligibility criteria for the ROCS; and
- medical practitioners whose current policy is subject to non-standard conditions.

Career/Hospital Medical Officer

You are a medical practitioner who is providing non-specialist medical services in a hospital including, but not limited to, public and private hospitals, day surgeries, psychiatric facilities, palliative care, hospice, nursing homes, prisons etc.

Non-specialist doctors who have completed five years as a hospital or unaccredited registrar and are working in the hospital system until a recognised specialist training position becomes available should select this category of practice.

Excludes:

- medical practitioners who hold specialist qualifications that are recognised and approved by the relevant Australian/Australasian college and accredited by the Australian Medical Council, or medical practitioners who are currently enrolled in a training program.

Defence Forces

You are a non-specialist medical practitioner working exclusively with the Australian Defence Force. You engage in consultative medicine for a wide range of medically-indicated conditions. You are providing evidence-based treatments and minor procedures, limited to local anaesthesia and basic nerve blocks, in your surgery, rooms or a hospital.

Includes:

- procedures included under GP Non-procedural (other than cosmetic procedures of any kind).

Excludes:

- cosmetic procedures; and
- all excluded procedures listed under all GP categories.

Good Samaritan

You are a medical practitioner who has ceased medical practice and you only require cover for Good Samaritan acts. This category is suitable for medical practitioners who no longer hold professional practising registration and held their last policy with Avant. New members are not eligible for this category.

Includes:

- Good Samaritan acts only.

Excludes:

- healthcare (other than Good Samaritan acts);
- past paid practice – you will need to hold a run-off policy prior to applying for this category to cover your past paid practice;
- medical practitioners who have been deregistered or suspended indefinitely by Ahpra; and
- medical practitioners who did not hold their last insurance policy with Avant.

Medico-legal

You are a medical practitioner who practises as a medico-legal practitioner. If you perform other clinical work you should select the category that aligns with that area of your practice.

Includes:

- opinions or reports given in the course of a medico-legal assessment;
- medical examinations undertaken in medico-legal practice in assessment of an examinee (who is not your patient); and
- writing referrals to other medical practitioners for conditions identified during the course of a medico-legal assessment.

Excludes:

- elective clinical healthcare activities (e.g. consultations, procedures or treatments).

Non-clinical

You are a medical practitioner or a specialist medical administrator who does not undertake any clinical practice. This includes practitioners who hold academic, research and medical administration positions.

Includes:

- lecturing, broadcasting, writing or public health activities relating to general medical advice only;
- healthcare including the writing of a prescription or a referral (see the definitions section of the policy wording);
- academic, research and medical administration positions where the position involves activities that relate to medical advice; and
- director of medicine positions where medical advice is being provided such as a director of psychiatry.

Excludes:

- elective clinical healthcare activities (e.g. consultations, procedures or treatments);
- incidents which arise out of exercising non-medical knowledge or judgement such as managerial or administrative skills or which do not relate to medical advice;
- medical practitioners who are directors of companies or hospitals where their activities relate to the running of the company or hospital and do not involve them providing medical advice; and
- reports to hospitals or local health district in relation to workforce/funding etc.

Prescribing and Referral

You are a medical practitioner who has ceased medical practice but who has maintained registration as a medical practitioner, which allows you to undertake gratuitous services and unpaid prescribing and referring.

New members are not eligible for this category. You must select a category that aligns with your qualifications. This cover is only available for a period of three consecutive years, after which, at your next renewal, we will assume you will move to the Good Samaritan category of practice.

Includes:

- gratuitous services only of the type allowed by the practitioner's registration for repeat prescriptions and referral writing for advice given whille you were in private practice.

Excludes:

- past paid practice – you need to hold a run-off policy prior to applying for this category to cover your past paid practice;
- any healthcare where an income is derived;
- elective clinical healthcare activities (e.g. consultations, procedures or treatments); and
- medical practitioners who did not hold their last insurance policy with Avant.

Psychotherapy (non-specialist)

You are a medical practitioner who practises exclusively in the area of psychotherapy.

Includes:

- prescribing.

Excludes:

- specialists who hold FRANZCP – you must select Psychiatry.

Surgical Assistant

You are a medical practitioner who practises as a surgical assistant. You do not act as a primary or supervising surgeon and do not otherwise undertake any clinical practice. If you undertake clinical practice you should select the category that aligns with that area of your practice.

Excludes:

- clinical practice other than surgical assisting;
- primary or supervising surgeons – in this case you are required to insure under a surgical category that is consistent with your qualifications and experience; and
- surgically assisting cosmetic procedures where the primary surgeon does not hold FRACS.

Specialist non-surgical categories

Anaesthesia

You are a specialist anaesthetist who holds FANZCA or equivalent recognised qualification in anaesthesia and you practise in your specialty.

Includes:

- pain management;
- intensive care; and
- perfusion.

Dermatology

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

Includes:

- laser blepharoplasty;
- botulinum toxin injections e.g. Botox;
- chemical peels;
- dermabrasion;
- dermal fillers;
- laser resurfacing;
- laser tattoo removal;
- laser therapy, including laser hair removal;
- Mohs surgery;
- microsclerotherapy and sclerotherapy; and
- facial thread lifts (excludes thread lifts that involve excision of skin).

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;
- blepharoplasty other than by laser;
- liposuction including where this is performed to harvest stem cells; and
- subdermal radiofrequency tissue tightening and lipolysis e.g. FaceTite, BodyTite and AcuTite.

Emergency Medicine

You are a medical practitioner who only practises in emergency medicine.

Includes:

- advice and treatment (including procedures) provided in the course of the emergency management of patients in an emergency department; and
- retrieval medicine.

Excludes:

- non-emergency clinical practice – if you also engage in non-emergency clinical practice then you must ask us if you will be indemnified for that clinical practice and we must agree to cover you. Alternatively, you should choose the category of practice which best describes your clinical practice.

Immunology and Allergy

You are a specialist immunologist and allergist who holds FRACP or equivalent recognised qualification and you practise in your specialty, and perform only those procedures within the accredited training for immunology and allergy or recognised sub-specialty of immunology and allergy.

Intensive Care

You are a specialist intensive care physician who holds FANZCA, FRACP, JFICM, FCICM or an equivalent recognised qualification, or you are a general practitioner, and you practise exclusively in the area of intensive care.

Excludes:

- medical practitioners with surgeon qualifications.

Nuclear Medicine

You are a specialist in nuclear medicine who holds FRACP or equivalent recognised qualification, and you practise in your specialty, and perform only those procedures within the accredited training for nuclear medicine or recognised sub-specialty of nuclear medicine.

Occupational Medicine

You are a specialist occupational and environmental physician who holds FRACP, FAFOEM or equivalent recognised qualification, or you are a general practitioner, and you practise exclusively in occupational medicine.

Paediatrics

You are a specialist paediatrician who holds FRACP or equivalent recognised qualification, you practise in your specialty, and perform only those procedures within the accredited training for paediatrics or recognised sub-specialties of paediatrics.

Pain Management

You are a specialist pain medicine physician who holds FANZCA, FRACP, FFPMANZCA or equivalent recognised qualification and you practise exclusively in the area of pain management.

Includes:

- dorsal column stimulation; and
- spinal implants.

Palliative Care

You are a specialist palliative medicine physician who holds FRACP or equivalent recognised qualification, you practise in your specialty, and perform only those procedures within the accredited training for palliative care or recognised sub-specialty of palliative care.

Pathology

You are a specialist pathologist who holds FRCPA or equivalent recognised qualification, you practise in your specialty, and perform only those procedures within the accredited training for pathology or recognised sub-specialties of pathology.

Includes:

- forensic pathology; and
- haematology.

Physician Cardiology Non-interventional

You are a specialist cardiologist who holds FRACP or equivalent recognised qualification and you practise in the area of non-invasive cardiology.

Includes:

- cardiac ultrasound;
- cardioversion;
- stress testing; and
- trans-oesophageal echocardiography.

Excludes:

- procedures listed in Physician Cardiology – Interventional.

Physician Cardiology – Interventional

You are a specialist cardiologist who holds FRACP or equivalent recognised qualification and you practise in the area of cardiology.

Includes:

- anything covered under Physician Cardiology Non-interventional PLUS:
  a) angiograms;
  b) angioplasty;
  c) electrophysiological studies;
  d) pacemaker and ICD insertion; and
  e) stent insertion.

Physician Endocrinology

You are a specialist endocrinologist who holds FRACP or equivalent recognised qualification and you perform only those procedures within the accredited training for endocrinology or recognised sub-specialty of endocrinology.

Physician Gastroenterology

You are a specialist gastroenterologist and hepatologist who holds FRACP or equivalent recognised qualification and you practise in the area of gastroenterology and hepatology.

Includes:

- colonoscopy;
- endoscopic dilatation of gastric stricture;
- ERCP;
- liver biopsy;
- percutaneous gastrostomy;
- sigmoidoscopy;
- stent insertion; and
- upper GIT endoscopy.

Physician General

You are a specialist general physician who holds FRACP or equivalent recognised qualification and you practise predominantly in general medicine or a variety of specialist non-surgical categories.

Includes:

- specialist in addiction medicine;
- specialist sexual health physicians; and
- specialist surgeons who hold FRACS or equivalent qualifications, and have ceased surgical practice.

Physician Genetics

You are a specialist clinical geneticist who holds FRACP or equivalent recognised qualification and you perform only those procedures within the accredited training for genetics medicine or sub-specialty of genetics medicine.

Physician Geriatrics

You are a specialist geriatrician who holds FRACP or equivalent recognised qualification and perform only those procedures within the accredited training for geriatric medicine or sub-specialty of geriatric medicine.

Physician Haematology

You are a specialist haematologist who holds FRACP or equivalent recognised qualification and you perform only those procedures within the accredited training for haematology or sub-specialty of haematology.

Physician Infectious Diseases

You are a specialist infectious diseases physician who holds FRACP or equivalent recognised qualification and you perform only those procedures within the accredited training for infectious diseases or sub-specialty of infectious diseases.

Includes:

- clinical microbiology and pathology.

Physician Nephrology

You are a specialist nephrologist who holds FRACP or equivalent recognised qualification and you perform only those procedures within the accredited training for nephrology or sub-specialty of nephrology.

Physician Neurology

You are a specialist neurologist who holds FRACP or equivalent recognised qualification and you perform only those procedures within the accredited training for neurology or sub-specialty of neurology.

Physician Oncology

You are a specialist medical oncologist who holds FRACP or equivalent recognised qualification and you perform only those procedures within the accredited training for oncology or sub-specialty of oncology.

Physician Orthopaedics

You are a specialist orthopaedic surgeon who holds FRACS or equivalent recognised qualification and has ceased all clinical surgical practice.

Physician Respiratory/Sleep Medicine

You are a specialist respiratory and sleep medicine physician who holds FRACP or equivalent recognised qualification and you practise predominantly in the area of respiratory function or sleep medicine.

Includes:

- airway stents – tracheal and bronchial;
- balloon dilatation;
- transbronchial lung biopsy;
- bronchoscopy, washings and biopsy;
- chest tube insertion;
- pleural and lung bedside ultrasound;
- endobronchial ultrasound (EBUS) – transbronchial needle aspirate biopsy, radial probe EBUS;
- endobronchial valve insertion;
- in-laboratory sleep study;
- endoscopic lung volume reduction – endobronchial valve and coil insertion;
- tunnelled pleural catheter insertion; and
- resection of endobronchial tumour/mass – laser, argon plasma coagulation, cryoresection.

Physician Rheumatology

You are a specialist rheumatologist who holds FRACP or equivalent recognised qualification and you perform only those procedures within the accredited training for rheumatology or sub-specialty of rheumatology.

Psychiatry

You are a specialist psychiatrist who holds FRANZCP or equivalent recognised qualification and you practise in psychiatry.

Public and Community Health

You are a specialist public health physician who holds FRACP, FAFPHM or equivalent recognised qualification and you practise in the area of public and community health.

Radiation Oncology

You are a specialist radiation oncologist who holds FRANZCR or equivalent recognised qualification and you practise in radiation oncology.

Includes:

- administration of radiotherapy.

Excludes:

- interventional procedures other than radiotherapy.

Radiology

You are a specialist radiologist who holds FRANZCR or equivalent recognised qualification and you practise in radiology.

Includes:

- image-guided biopsies;
- insertion of intra-arterial stents;
- joint injections;
- lung biopsies; and
- nuclear medicine.

Rehabilitation

You are a specialist rehabilitation physician who holds FRACP, FAFRM or equivalent recognised qualification and you practise in rehabilitation.

Sports Medicine

You are a specialist sport and exercise physician who holds FACSEP, and your practice takes place either predominantly or exclusively in the area of sports medicine.

Includes:

- intra-articular joint injections;
- extra-articular injections;
- peri-spinal injections;
- sacroiliac joint injections; and
- compartment pressure testing.

Excludes:

- invasive procedures other than those listed in inclusions; and
- intra-spinal injections.

Ultrasound Diagnostic

You are a medical practitioner who practises exclusively in the area of diagnostic ultrasound. If you also engage in other areas of medical practice then you must choose the category of practice which best describes that area of practice.

Includes:

- amniocentesis;
- chorionic villus sampling;
- hysterosalpingogram (HSG);
- ovarian cyst aspiration; and
- saline infusion sonography.

Excludes:

- invasive procedures other than those listed in inclusions.

Surgeon categories

Gynaecology

You are a specialist gynaecologist who holds FRANZCOG or equivalent recognised qualification and you practise in gynaecology only.

Obstetric public patients – Special note regarding exclusion

If you are an obstetrician and gynaecologist (O&G) who undertakes intrapartum obstetrics exclusively on public patients you may subscribe to the Gynaecology category ONLY if you are fully indemnified for any matter that may arise from the labour and delivery of an infant.

If your employer or state indemnity scheme (e.g. TMF, VMIA) does not fully indemnify you for all matters that may arise from labour and infant deliveries, then you must select the O&G category.

Includes:

- cervical biopsy;
- colposcopy;
- hysterectomy;
- Implanon or other hormone pellet/rod insertion subcutaneously;
- IUCD insertion and removal;
- IVF procedures and antenatal care but not intrapartum care;
- laparoscopy;
- simple cervical diathermy;
- termination of pregnancy; and
- treatment of miscarriages and ectopic pregnancies.

Excludes:

- intrapartum obstetrics including caesarean section.

Obstetrics and Gynaecology

You are a specialist obstetrician and gynaecologist who holds FRANZCOG or equivalent recognised qualification and practise in obstetrics and gynaecology.

Obstetric public patients – Special note regarding exclusion

If you are an O&G who undertakes intrapartum obstetrics on public patients you may subscribe to the Gynaecology category ONLY if you are fully indemnified for any matter that may arise from the labour and delivery of an infant.

If your employer or state indemnity scheme (e.g. TMF, VMIA) does not fully indemnify you for all matters that may arise from labour and deliveries, then you must select the O&G category.

Includes:

- anything covered under Gynaecology PLUS:
  a) intrapartum obstetrics; and
  b) caesarean section.

Ophthalmology – Non-procedural

You are a specialist ophthalmologist who holds FRANZCO, FRACS or equivalent recognised qualification and you perform minor low-risk extra-ocular procedures.

Includes:

- cautery/removal of cysts of the eyelid;
- electrolysis of lash follicles;
- incision and curettage of tarsal cysts;
- laser capsulotomy;
- laser coagulation of corneal or scleral blood vessels;
- laser iridotomy;
- laser trabeculoplasty;
- laser vitreolysis or corticolysis;
- lavage (syringing, probing) of tear ducts;
- punctum snip;
- removal of corneal or scleral foreign bodies; and
- removal of corneal sutures.

Excludes:

- surgical procedures other than those listed in inclusions.

Ophthalmology – Procedural

You are a specialist ophthalmologist who holds FRANZCO, FRACS or an equivalent recognised qualification and you perform only those procedures within the accredited training for ophthalmology, or sub-specialty training.

Includes:

- anything covered under Ophthalmology Non-procedural PLUS:
  a) cosmetic treatments around the eye;
  b) refractive laser eye surgery; and
  c) removal of pterygium.

Surgeon Cardiothoracic

You are a specialist cardiothoracic surgeon who holds FRACS or equivalent recognised qualification and you perform only those procedures within the accredited training for cardiothoracic surgery or sub-specialty of cardiothoracic surgery.

Surgeon Colorectal

You are a specialist colorectal surgeon who holds FRACS or equivalent recognised qualification and you perform only those procedures within the accredited training for colorectal surgery or sub-specialty of colorectal surgery.

Surgeon Endocrinology

You are a specialist endocrine surgeon who holds FRACS or equivalent recognised qualification and you perform only those procedures within the accredited training for endocrine surgery or sub-specialty of endocrine surgery.

Surgeon General excluding Bariatric

You are a specialist general surgeon who holds FRACS or equivalent recognised qualification and you do not hold sub-specialty qualifications in the listed surgical categories.

Excludes:

- any bariatric procedures or surgery.

Surgeon General including Bariatric

You are a specialist general surgeon who holds FRACS or equivalent recognised qualification and you do not hold sub-specialty qualifications in the listed surgical categories.

Surgeon Hand, Foot and/or Ankle

You are a specialist orthopaedic surgeon who holds FRACS or equivalent recognised qualification in orthopaedic surgery and exclusively treats the areas of hand, wrist, feet or ankles. If you treat other regions of the body you should select Surgeon Orthopaedic.

Excludes:

- orthopaedic surgery other than to the hand, foot and/or ankle – please select from the Surgeon Orthopaedic categories.

Surgeon Neurosurgery

You are a specialist neurosurgeon who holds FRACS or equivalent recognised qualification and you perform only those procedures within the accredited training for neurosurgery or sub-specialty of neurosurgery.

Surgeon Oral and Maxillofacial

You are a specialist oral and maxillofacial surgeon who holds FRACS or equivalent recognised qualification in oral and maxillofacial surgery and performs only those procedures within the accredited training for oral and maxillofacial surgery.

Excludes:

- procedures not confined to the face, head and neck.

Surgeon Orthopaedic excluding Spinal

You are a specialist orthopaedic surgeon who holds FRACS or equivalent recognised qualification in the sub-specialty of orthopaedic surgery and you practise in your specialty.

Excludes:

- any spinal procedures or surgery.

If your practice is confined to surgery of the hand, wrist, foot and/or ankle, you may select the Surgeon Hand, Foot and/or Ankle category.

Surgeon Orthopaedic including Spinal

You are a specialist orthopaedic surgeon who holds FRACS or equivalent recognised qualification in the sub-specialty of orthopaedic surgery and you practise in your specialty

Surgeon Otolaryngology

You are a specialist otolaryngologist – head and neck surgeon who holds FRACS or equivalent recognised qualification in the sub-specialty of otolaryngology surgery and you practise in your specialty.

Please contact us if you are an Otolaryngologist performing cosmetic treatments, other than to the face, head and neck.

Includes:

- orthopaedic, plastic or general surgical procedures confined to the head and neck; and
- cosmetic treatments including rhinoplasty or otoplasty.

Excludes:

- cosmetic treatments other than to the face, head and neck.

Surgeon Paediatrics

You are a specialist paediatric surgeon who holds FRACS or equivalent recognised qualification and you perform only those procedures within the accredited training for paediatric surgery or sub-specialty of paediatrics.

Surgeon Plastic and Reconstructive

You are a specialist plastic surgeon who holds FRACS or equivalent recognised qualification in the sub-specialty of plastic and reconstructive surgery and you practise in your specialty.

Includes:

- transfer or injection of non-vascularised fat.

Excludes:

- procedures for which there is no Medicare item number assigned or for which a Medicare item is assigned but is not claimable.

Surgeon Plastic, Reconstructive and Cosmetic

You are a specialist plastic surgeon who holds FRACS or equivalent recognised qualification in the sub-specialty of plastic, reconstructive and cosmetic surgery and you practise in your specialty.

Includes:

- procedures which are not claimable from Medicare and aesthetic procedures such as:
  - d) blepharoplasty;
  - e) breast augmentation and reduction for cosmetic purposes;
  - f) liposuction;
  - g) mastopexy;
  - h) meloplasty; and
  - i) transfer or injection of non-vascularised fat.

Surgeon Urology

You are a specialist urologist who holds FRACS or equivalent recognised qualification in the sub-specialty of urological surgery and you practise in your specialty.

Excludes:

- cosmetic urological procedures including penile lengthening or thickening.

Surgeon Vascular

You are a specialist vascular surgeon who holds FRACS or equivalent recognised qualification, you practise in your specialty, and perform only those procedures encompassed within the accredited training for vascular surgery or recognised sub-specialty of vascular surgery.

Allied Health categories

Audiology

You are a university graduate with postgraduate qualifications in audiology (MAudA) or equivalent training and practise in the area of audiology.

Occupational Therapy

You are a university graduate with postgraduate qualifications in occupational therapy or equivalent training and you practise in the area of occupational therapy.

Optometry

You are a university graduate with postgraduate qualifications in optometry or equivalent training and you practise in the area of optometry.

Orthoptist

You are a university graduate with postgraduate qualifications in orthoptics or equivalent training and you practise in the area of orthoptics.

Physiotherapy

You are a healthcare professional accredited in accordance with APA standards and registered with the Physiotherapy Board of Australia.

Radiography

You are a healthcare professional with postgraduate qualifications in medical radiation or equivalent training and you practise in the area of radiography.

Speech and Language Pathology

You are a healthcare professional with postgraduate qualifications in speech and language pathology or equivalent training and practise in the area of speech and language pathology.

Technician

You are a healthcare professional with postgraduate qualifications as a medical technician or equivalent training.

Includes:

- anaesthetic technicians;
- cardiac technologists;
- laboratory technicians;
- life science technicians;
- medical laboratory technicians;
- operating theatre technicians;
- pathology technical officers;
- pathology technicians;
- perfusionists; and
- physical science technical officers.

Dental categories

Dental General

You are a healthcare professional appropriately qualified, registered with the Dental Board of Australia and practising in general dentistry.

Dental Hygienist

You are a healthcare professional with a qualification or equivalent training in oral health, registered with the Dental Board of Australia and working under the direction and supervision of a dental professional.

This category is suitable for the following roles:

- dental therapist;
- dental technician; and
- dental assistant.

Dental Oral and Maxillofacial Surgeon

You are a dentist who has undertaken specialist training as an oral and maxillofacial surgeon and holds specialist registration with the Dental Board of Australia.

If you hold specialist registration with the Medical Board of Australia then you must select the Surgeon Oral and Maxillofacial category.

Dental Specialist

You are a dentist who has completed additional training in specialist dentistry, holds specialist registration with the Dental Board of Australia and practises in any of the following fields:

- endodontics;
- dento-maxillofacial radiology;
- forensic odontology;
- geriatric dentistry;
- oral pathology;
- orthodontics;
- paediatric dentistry;
- periodontics;
- prosthodontics;
- public health/community health dentistry; and
- special needs dentistry.

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