

Significant Changes to the Professional Indemnity Insurance Policy V.16

Outlined below is a summary of the significant changes to the Risk Category Guide, Product Disclosure statement and Policy Wording.

To thoroughly understand the changes to the Policy, please read the following in conjunction with the Risk Category Guide (RCG), Product Disclosure Statement (PDS) and Policy Wording V.16 and Combined Financial Services Guide (FSG), included with your renewal offer. The amendments apply to Policies commencing on or after 1 July 2025.

Risk Category Guide

1. The RCG has been substantially reduced in size by restricting it to matters relevant to risk categories and removing from the RCG information replicated in the PDS and Policy Wording.
2. Details of the changes to specific risk categories are outlined in the **Significant changes to the Risk Category Guide** effective 1 July 2025/2026 which is available on the **Downloads** section of our website.

Clarifications and Amendments

Policy Wording

The Policy Wording has been amended as follows:

Field of Practice

The definition of Field of Practice has been altered to clarify that responses from us to your queries regarding coverage for specific procedures or practices become part of your Risk Category Guide.

Public Patient Cover

We have made Public Patient cover an optional cover that you can apply for under Clause 1 for civil liability to extend cover for your provision of healthcare services to a public patient in a public hospital. (Clause 1 – Cover for Civil Liability).

Telehealth

We have clarified aspects of cover for telehealth by making clear that services provided by you via specific telehealth (transmission of images, patient data, online questionnaires or text based chat) is covered when:

- a. a face to face, video or phone consultation has been performed by another medical practitioner who formally refers that patient to you (rather than you being required to have access to the referring doctor's records); or
- b. you provide to another medical practitioner, in response to a request from that medical practitioner, an opinion with respect to a patient of that medical practitioner. (Clause 7 – Cover for Telehealth).

Employment and Credentialling Disputes

Cover for legal costs for employment and credentialling disputes has been amended to provide greater certainty about your cover. In particular:

- a. the type of employment disputes giving an entitlement to defence costs are those that arise out of alleged or actual unfair or wrongful dismissal, termination or discharge of employment, wrongful failure to employ or promote, discrimination, wrongful deprivation of career opportunity or wrongful demotion.
- b. the type of employment disputes giving an entitlement to costs to pursue claims are those that arise out of alleged or actual unfair or wrongful dismissal, termination or discharge of employment, wrongful failure to employ or promote, discrimination, harassment, bullying, wrongful deprivation of career opportunity or wrongful demotion or unpaid remuneration – but not sexual misconduct.
- c. the clause does not cover matters arising from allegations of sexual misconduct against a patient.

(Clause 18 – cover for legal costs for Employment and Credentialling Disputes - with corresponding change to exclusion 26.12)

Continuous Cover

Clarifying that, despite the continuous cover provision, we retain rights to recover any additional premium owing arising out of a misrepresentation or non-disclosure. (Clause 23 – Continuous Cover).

Prior known circumstances exclusion

Restricting the exclusion to not conflict with your duty of disclosure under the Insurance Contracts Act. The amendment removes from the exclusion (but not the pre-contractual obligation to disclose) circumstances which a reasonable person would know might give rise to a claim. (Clause 25.2 – Exclusion – Exclusion for prior known circumstances).

Gender Transition in Minors

Clarification has been provided in the Product Disclosure Statement (PDS) and the Policy wording on the aspects of practice that continue to be covered for treatment gender transition in minors and that the exclusion does not apply to you:

- a. providing a referral to a multidisciplinary gender clinic
- b. providing counselling support for a patient under the age of 18 years who is considering social or legal gender transition
- c. initiating and ongoing prescribing of pubertal suppression medication for the treatment of gender dysphoria
- d. initiating the prescribing of cross sex hormones prior to 1 July 2023 to a patient who was under the age of 18.

(Clause 26.27 – exclusion relating to gender transition in minors).

Policy cancellation by you

- a. Clarifying that if you pay premium by instalments and cancel the Policy outside of cooling off period, a cancellation fee is still payable.
- b. clarification that there will be no refund of premium if you cancel the Policy and the total premium payable is \$150 (Clause 47 – Cancellation by insured).

Policy cancellation by us

- a. Increasing, from 3 to 5 days, the period of notice we must give you; and
- b. In the event of cancellation due to a failure to pay the premium by instalments, we have clarified that the Policy will only be cancelled with 5 days' notice following 3 unsuccessful attempts by us to debit your account and at least 1 instalment remains unpaid for over 1 month. (Clause 48 – Cancellation by MDANI).

The Financial Services Guide has been amended to clarify aspects of the complaints process.

1800 011 255  mdanational.com.au