

Summary of Significant Changes to the Practice Indemnity Policy V.9

Outlined below is a summary of the significant changes to the Policy Wording.

To thoroughly understand the changes to the Policy, please read the following in conjunction with the Important Information and Policy Wording V.9, included with your renewal offer. The amendments apply to Policies commencing on or after 1 July 2025.

New layout and structure

A new section has been introduced to provide guidance on how to use the Policy Booklet. The Important Information section has been changed to:

- summarise, by way of a table, the covers in the Policy Wording;
- clarify, by way of diagrams, the concepts of claims made policies and retroactive cover;
- provide, by way of examples, explanations of some of the most frequently used covers.

Updates

The contents of the Supplementary Practice Indemnity Policy V.8 have been incorporated into the new version. The Important Information section has been updated to clarify aspects of the complaints process

Clarifications and Amendments

Changes, summarised below, have been made to the Policy Wording, as well as minor changes to provide greater clarity.

The Policy Wording has been amended as follows:

Employment Disputes

Cover for defence costs for employment disputes has been amended to make clear that 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. (Clause 10 – Cover for Employment Disputes).

Prior known circumstances

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 15.5 - Exclusion for prior known circumstances).

Notification obligation

Confirming your obligation to inform us of details of any other entitlement to indemnity you may have (Clause 19 – Notification).

Duty to co-operate

Specifying in more detail some of your obligations to co-operate (Clause 21 – Duty to Co-operate).

Policy cancellation by you

Clarifying that if you pay premium by instalments and cancel the Policy outside of cooling off period, a cancellation fee is still payable. (Clause 33 – Cancellation by insured).

Policy cancellation by us

- Increasing, from 3 to 5 days, the period of notice we must give you; and
- In the event of cancellation due to a failure to pay the premium by instalments we 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 34 – Cancellation by us).

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