

Practice Indemnity Policy

Important Information and Policy Wording

V.9


HOW TO USE THIS BOOKLET

Thank you for choosing MDA National

Supporting and protecting clinicians and promoting good medical practice since 1925, our priority is to assist you in the moments that matter.

Being a part of MDA National means having access to industry-leading clinicians, lawyers and medico-legal experts who are just a click or phone-call away.

How to use this booklet

Throughout the booklet you will find diagrams and examples to help you understand our cover. The examples are marked with an  icon for your easy identification and review.

The table of covers in the Important Information section sets out a simplified, high-level summary of our key covers and benefits provided to you through the Policy. (Please be sure to refer to the Policy Wording for a full and detailed explanation).

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This booklet is divided into two sections.

The Important Information section and Policy Wording applies to Policies commencing on or after 1 July 2025.

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The Policy Wording sets out in detail the terms of the Policy including:

- ▶ What we cover
- ▶ Exclusions
- ▶ Conditions
- ▶ General terms
- ▶ Definitions

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It is important that you read all of these documents carefully before deciding whether to acquire the Practice Indemnity Policy.

SECTION 1 —

IMPORTANT INFORMATION

SECTION 1 — IMPORTANT INFORMATION

Important Information about your Policy

This document is designed to help you make an informed decision about acquiring the Practice Indemnity Policy (Policy) underwritten by MDA National Insurance Pty Ltd (MDA National Insurance) ABN 56 058 271 417, AFS Licence Number 238073. You can contact us at **1800 011 255** or via email at **peaceofmind@mdanational.com.au**.

It is important you carefully read all the information in this document, including the standard Policy Wording in Section 2, its terms and conditions, the exclusions and the defined terms. If a Policy is issued to you, you should also read the Certificate of Insurance and any endorsements issued in conjunction with the Policy wording.

Any financial product advice in this document is of a general nature only and has been prepared without taking into account your objectives, financial situation or needs and may be updated from time to time.

You can obtain a copy of any updated information by contacting us. If there is a material change to anything that generally affects the Policy, we may provide all policyholders with a new or supplementary document.

Updates will also be available on our website mdanational.com.au. This document is issued 14 May 2025 and applies to policies commencing on or after 1 July 2025.

Applying for and renewing your Practice Indemnity Insurance

You must fully and accurately fill out a proposal to apply for this insurance. In the case of renewal, you must ensure that your declaration is accurate. With respect to your application for insurance, any renewal and any variation, you must ensure that you fully answer our questions, that your answers are accurate and that you provide all documents and information that we request.

The extent of cover we may offer you and the cost of the Policy depends on the answers, information and documents you provide us and other information we obtain. Failure to provide full and accurate answers, information and documents may allow us to cancel your Policy or reduce the amount we will pay if you make a claim under the Policy, or both.

Your duty of disclosure and non-disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim under the Policy and treat the contract as if it never existed.

What makes up the insurance contract?

The insurance contract is made up of:

- the Policy Wording contained within this booklet;
- any Supplementary Policy Wording that is current during the period of insurance;
- the Certificate of Insurance we issue to you; and
- any endorsement we issue to you.

You must read these documents carefully. They should be kept in a secure place.

A claims made policy

The Practice Indemnity Policy is a claims made contract of insurance.

This means that it covers civil liability claims (and associated legal costs) made against you and notified to us during the period of insurance and the legal costs of investigations and inquiries that you first become aware of and notify to us during the period of insurance. Similarly, the cover for legal costs for other matters only applies to matters that you first become aware of and tell us about during the period of insurance.

The Policy does not cover matters you were aware of prior to the commencement of the period of insurance, whether you told us about them on your proposal or not. Such matters may be:

- claims that have already been made or threatened against you;
- investigations or inquiries whether commenced or not;
- circumstances of which you are aware that could give rise to a claim against you, an investigation or inquiry, or a claim by you for cover under the Policy. Such circumstances include facts which, objectively, give rise to the possibility of a claim being made against you, an investigation or inquiry, irrespective of your opinion of the merits of such a claim, investigation or inquiry.

If you notify us of a matter for which you seek indemnity after your Policy has expired or is cancelled, you may not be indemnified by us for that matter. If you want to remain insured, it is important that you continue to renew your Policy or obtain alternative insurance. Matters properly notified to us prior to the expiry or cancellation of the Policy and accepted by us as a valid claim will continue to be covered under that Policy.

Notice under section 40(3) of the *Insurance Contracts Act 1984* (Cth)

If you let us know in writing of facts that could lead to a claim against you, as soon as reasonably practical after learning of those facts, but prior to the expiry of your Policy, you may be protected under section 40(3) of the *Insurance Contracts Act 1984* (Cth). This protection could result in you being covered under your Policy for that claim even if the claim is made against you after your Policy has expired. This protection is provided by section 40(3) of the Act, not by the terms of your Policy.

Retroactive cover

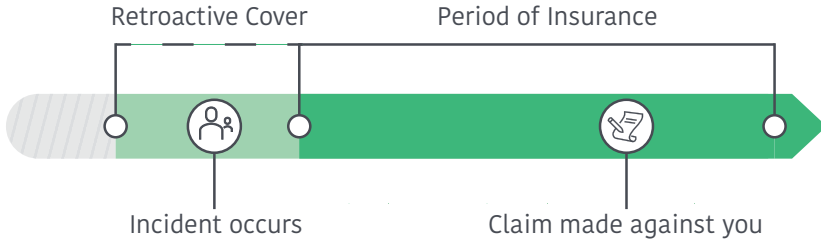
The retroactive date of your Practice Indemnity Policy determines how much of your prior practice is covered under your Policy. If your Certificate of Insurance Policy shows a retroactive date, the Policy will not respond to any matter arising from an incident that occurred before that date.

As long as the civil liability claim was first made against you or the investigation, inquiry, allegation or other matter giving rise to legal costs first came to your knowledge during the period of insurance, we will cover you according to the terms of the Policy, even if the incident giving rise to the claim against you, investigation, inquiry, allegation or other matter occurred before the commencement of the period of insurance, provided it occurred after the retroactive date.

The following diagrams may help with understanding how retroactive cover works:

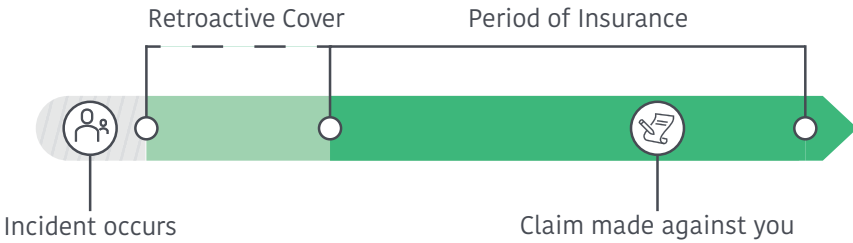
Claim covered

Incident occurred and claim made within Period of Insurance and retroactive cover period.



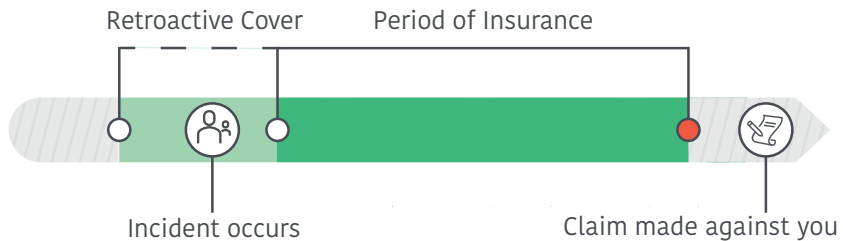
Claim not covered


Incident did not occur in either Period of Insurance or retroactive cover period.



Claim not covered

Claim made against you after Period of Insurance for incident not previously notified to us



 You decided not to renew your insurance

Policy coverage and Limits

The following table is a summary of covers and limits

The total amount we will pay for the aggregate of all claims, legal costs and other matters paid under your Policy during the period of insurance will not exceed the Maximum Limit of Indemnity (which is inclusive of any deductible) set out in the Certificate of Insurance		Maximum Limit of Indemnity (which is inclusive of any deductible)
All claims under the Policy during the Period of Insurance		The aggregate limit set out in the Certificate of Insurance
Provided that the Maximum Limit of Indemnity (which is inclusive of any deductible) is not exceeded, the following sub-limits (which are inclusive of any deductible) apply during the period of insurance		Sub-limits (which are inclusive of any deductible) as set out below
Clauses 1 to 5	Civil Liability, Clinical Trials, Privacy Complaints, Notifiable Conduct and Defence Costs	For each claim the Maximum Limit of Indemnity for any one claim as set out in the Certificate of Insurance
Clause 6	Defence costs for Intellectual Property Disputes	\$150,000 in the aggregate
Clause 7	Defence costs for Defamation	\$150,000 in the aggregate but only after the exhaustion of the standard \$20,000 deductible payable by you
Clause 8	Defence costs for Investigations	\$500,000 in the aggregate
Clause 9	Defence costs for Competition, Consumer and Fair Trading claims	\$150,000 in the aggregate
Clause 10	Defence costs for Employment Disputes	\$100,000 in the aggregate
Clause 11	Loss of Documents	\$100,000 in the aggregate

Examples of coverage responses

An example - Claim for damages following vaccination administration complication

You receive an initial notice that a patient is seeking damages for a shoulder injury related to vaccine administration following administration of the flu and whooping cough vaccines by an employed registered nurse. Upon notification to MDA, we investigate the allegations and, with your consent, resolve the claim without the need for formal legal proceedings to be commenced.



An example - OAIC investigation following a complaint

You receive a letter from the Office of the Australian Information Commissioner (OAIC) stating that a complaint has been made about an alleged privacy breach involving unauthorised access to patient information, and the OAIC has decided to investigate. As part of the investigation, the OAIC has requested a response from the Practice Manager, addressing the complaint and providing details of your Practice's privacy policy and procedures.

We assist you throughout this investigation by reviewing and providing input and advice regarding your written response to the OAIC, providing risk management advice where necessary, and, where appropriate, appointing a legal firm to assist you with the investigation.



Single Claim

Where an act or omission, one or more related acts or omissions or any course of related treatment plan gives rise to more than one claim against you (whether by one or more claimants) all such claims against you will constitute a single claim against you and the cover (including the limits of indemnity) is limited to cover applicable at the time the first claim was made against you.

Where an act or omission, one or more related acts or omissions, any course of related treatment or any acts or omissions which are substantially in common with each other gives rise to more than one investigation or inquiry, all such investigations or inquiries will constitute a single matter for which you claim under the Policy and the cover (including the limits of indemnity) is limited to cover applicable at the time the first investigation or inquiry arose.

See clause 14 of the Policy Wording for details of the single claim provision and its effect.

Exclusions - what we do not insure you for

The Policy will not provide insurance cover in certain circumstances. Clauses 15 and 16 of the Policy wording set out what the Policy does not cover. Please ensure that you read the Policy exclusions carefully to understand what is not covered.

Policy conditions – what you must do

Clauses 17 to 27 of the Policy outline the conditions you agree to comply with once you accept the insurance offer. If you do not comply, we may refuse to pay part or all any claim you make under the Policy, not provide you with assistance or withdraw assistance and/or cancel your Policy.

Examples of Policy conditions

Premium

You must pay the premium when it is due.

Policy deductibles

If the Certificate of Insurance specifies a deductible, it is a condition of indemnity under this Policy that the applicable deductible must be paid as directed by us for each and every relevant matter for which indemnity is claimed under the Policy (clause 17).

Notification of claims

You or the insured person must notify us in writing as soon as practicable after you become aware of any claim against you or the insured person, investigation, or loss of documents (clause 18).

Risk management

You must meet and co-operate with us for the purpose of discussing your risk management practices (clauses 20 and 21).

General terms - what we can do

There are some general terms and definitions that apply to all of the insuring clauses. These are set out in clauses 28 to 37 inclusive of the Policy wording.

Examples of what we can do

Defence Costs

When a claim against you, investigation or inquiry includes both allegations that are indemnified under the Policy and allegations that are not indemnified, we may pay only the legal costs to an amount that we regard as attributable to the allegations for which we provide indemnity (clause 28).

Conduct and control

We have the right to manage and control proceedings we cover under the Policy, including decisions on outcomes, negotiations, or settlements. However, we will not admit liability or settle any claim, or handle any investigation or inquiry involving you, without your prior consent. If you unreasonably refuse to consent to a settlement or resolution, it may affect your coverage (clause 29).

Subrogation

We have a right under the Policy to take over all of your rights of recovery in respect of a claim under the Policy and to pursue actions against third parties in your name even if a claim has not actually been paid.

If you surrender any right or settle any claim against you, or by you against another for contribution, indemnity or recovery without our prior written consent then we may be entitled to reduce our liability under the contract of insurance (clause 31 and 32).

Definitions – Words with special meaning

When reading the Policy, please note the use of specially defined words. The definitions clearly explain the specific meanings of terms and phrases used throughout the Policy and help ensure that you understand the precise meaning of key terms, which can affect coverage, claims, and obligations.

Further information about your Policy

How much will the Policy cost?

The total insurance premium is made up of the basic premium and government taxes and charges. The basic premium will vary depending on the risk covered.

We use a system of rating factors to calculate this component including:

- the limit of indemnity selected;
- location where services are provided;
- the specialties conducted within the practice;
- the number of medical practitioners and dental practitioners working for or on behalf of the practice;
- the number of other practice employees and contractors;
- your retroactive requirements;
- the payment option selected by you;
- any special discounts; and
- any specific factors that affect your risk.

Paying your insurance premium

You can choose to pay your premium annually, or seek to pay quarterly or monthly, by a range of payment options. If you choose to pay the premium in one transaction you will not be charged an administration fee that applies for quarterly or monthly instalments. If we do not accept your request to pay by instalments, we can provide you with the contact details of an alternate provider through whom you can arrange instalment payments. This may attract an additional fee payable directly to that provider.

For the total range of available payment options please contact our Member Services team on **1800 011 255**. Unless we advise otherwise, any payment reminder we send you does not change the due date for payment of your premium under the terms of your Policy.

Cooling off period

If you cancel your Policy within 21 days of it being issued, we will refund the whole of the premium (including any government taxes and charges) that you have paid (clause 33).

Cancellation

You may cancel your Policy (clause 33) at any time by

- contacting Member Services on **1800 011 255**
- emailing **peaceofmind@mdanational.com.au**
- writing to us at **PO Box 445 WEST PERTH WA 6872**.

If you cancel after the 21-day cooling off period, and you have paid the total annual premium, we will refund the premium for the unexpired period of insurance on a pro-rata basis, less a cancellation fee equal to 45 days of the annualised premium.

If you are paying by instalments, you will be required to pay us the cancellation fee less any refund that may be due to you.

We will not make any refund where you have made a claim or notified a potential claim under the Policy. If you are paying by instalments and cancel the Policy after the cooling off period and you have made a claim or notified a potential claim under your Policy in the Policy period you will be required to pay the remainder of the premium that has not been paid.

We may cancel the Policy by giving you five business days' written notice if you:

- failed to disclose or misrepresented to us any information that you knew, or could reasonably be expected to have known, was relevant to our decision to insure you and on what terms;
- fail to comply with your duty of utmost good faith to us;
- fail to comply with a provision of the Policy, including the provision to pay the premium or a premium instalment;
- fail to comply with any provision of the Policy which requires you to notify us; or
- you make a fraudulent claim under the Policy.

Refunds

A premium refund may be due to you if your Policy is cancelled or amended during the year.

Subject to the cancellation clause (clause 33), if a refund is due to you, we will issue this as a refund directly to your nominated bank account.

Privacy

The protection of your personal information is important to us. We collect your personal information to ensure that we are able to provide you with appropriate products and services. We collect, handle, store and disclose personal and sensitive information in order to:

- decide whether to issue a policy;
- determine the terms and conditions of the policy;
- analyse data;
- handle claims;
- meet our legal obligations;
- administer Government Schemes; and
- provide our products to you and improve the delivery of our products and services.

As part of our commitment to client service and the protection of client confidentiality we have adopted the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth) as amended. You can download our Privacy Policy from our website **mdanational.com.au** or contact our Member Services team on **1800 011 255** to obtain a copy.

How to make a claim under the Policy

Early reporting of a matter in respect of which you may be entitled to cover under the Policy is critical and is a condition of the Policy. The sooner we know about the matter, the quicker we can help. You must notify us of such matters by providing full details in writing as soon as possible, and during the insurance period. You can do this by contacting our medico legal advisory services or completing the online notification form available on **mdanational.com.au**.

Incidents or circumstances that may give rise to a claim under the Policy

If at any time during the period of insurance you become aware of a matter (including an incident involving an employee) that you believe may result in a claim against you or any insured person, a complaint, an investigation or a claim under the Policy, you should let us know as soon as you can. Prompt reporting will enable us to manage the process at an early and crucial time and allow us to advise you as to how you might respond.

Your written advice to us should include:

- your name and Policy number;
- the date, time and place of the event;
- the specific nature of the incident as well as a detailed account of the professional service performed and by whom;
- the name and address of any other professionals involved and their relationship to the practice; and
- the name, address and date of birth of the patient involved.

If you suspect that the law may have been broken you should immediately notify us, as it may need to be reported to the police.

You must immediately send us all legal documents and other correspondence you receive relating to any circumstances that have resulted, or may result, in a claim under the Policy.

To assist you further, an incident notification form is available on our website mdanational.com.au.

Financial claims scheme

This Policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA). The FCS is intended to protect certain policyholders in the extremely unlikely event of an insurer becoming insolvent. A person entitled to claim under a protected policy may be entitled to payment under the FCS although access to the scheme is subject to eligibility criteria. Information about the FCS can be obtained from APRA at fcs.gov.au or by calling the FCS info line on 1300 558 849.

Investigation arising out of your provision of healthcare services

Should you or an insured person become involved in any investigation let us know as soon as you can. This may include an inquiry carried out or initiated by or on behalf of a government department, professional body, health services authority, medical tribunal, Royal Commission, Coroner's court, health or medical benefits fund, Information Commissioner, Privacy Commissioner, consumer protection agency or Anti-Discrimination Board. You should also notify us if you receive a notification, warning or intimation that such an inquiry may occur. We have a wealth of experience in handling such matters or we may need to engage lawyers to represent you and any insured persons.

What to do when something goes wrong

Speak to us first. Patients are always entitled to a full, accurate, sympathetic and prompt account of the facts, but you and insured persons must not admit liability or do anything that may compromise our ability to defend you or an insured person.

Avoid correspondence with the patient without first contacting us.

What to do if you want to make a complaint

MDA National Insurance internal dispute resolution

We are committed to dealing openly with all our policyholders and will endeavour to resolve any complaint quickly, efficiently and fairly. We view complaint resolution as an important part of our continuous improvement process.

A complaint is an expression of dissatisfaction made to or about us, relating to our products or services, staff or the handling of a complaint where a response or resolution is explicitly or implicitly expected or legally required.

In our experience, most issues can be resolved with a quick phone call. If you do have a complaint in relation to our products or services, please contact the MDA National Complaints Officer by:

Phone: 1800 011 255(Freecall)

Fax: (08) 9415 1492

Email: complaintsofficer@mdanational.com.au

In writing: PO Box 445, WEST PERTH WA 6872

We will respond to you with a decision within 15 business days provided we have all the necessary information and have completed any required investigation.

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SECTION 2 —

POLICY WORDING

Practice Indemnity Policy

This Practice Indemnity Policy is issued by MDA National Insurance Pty Ltd ABN 56 058 271 417, AFS Licence No. 238073.

When issuing your Policy we have relied on the information you gave us in your proposal. You must tell us without delay if any of this information is incorrect or if it changes. Changes to the practice which may affect your risk or exposure to risk must be reported to us as soon as practicable. If you fail to do so, you may lose your right to indemnity under your Policy.

Please read this Policy wording and the Certificate of Insurance carefully and keep them in a safe place. When reading this Policy wording, note the use of specially defined words listed at the end of the Policy wording.

What we cover

Civil Liability

1. We will cover you and the insured persons for civil liability for a claim against you or an insured person arising directly out of your provision of healthcare services, but only when:
 - (a) the claim against you or the insured person is first made during the period of insurance; and
 - (b) you tell us about the claim against you or the insured person in writing during the period of insurance; and
 - (c) the claim against you or the insured person arises from an act or omission occurring on or after the retroactive date.

Clinical trials cover

2. We will cover you and the insured persons for civil liability for a claim against you or an insured person arising directly out of the provision of healthcare services by you as part of your involvement in a clinical trial or research project that both:
 - (a) has approval from an ethics committee in accordance with the National Health and Medical Research Council guidelines; and
 - (b) has been conducted in accordance with any conditions or approval made by the ethics committee
 - but only when:
 - (i) the claim against you or the insured person is first made during the period of insurance; and

- (ii) you tell us about the claim against you or the insured person in writing during the period of insurance; and
- (iii) the claim against you or the insured person arises from an act or omission occurring on or after the retroactive date.

Breach of privacy

3. We will cover you and the insured persons for civil liability for a claim against you or an insured person arising out of an unintentional breach of the *Privacy Act 1988* (Cth) or equivalent state or territory legislation but only when:
 - (a) the claim against you or the insured person arises directly out of your provision of healthcare services; and
 - (b) the claim against you or the insured person is first made during the period of insurance; and
 - (c) you tell us about the claim against you or the insured person in writing during the period of insurance; and
 - (d) the claim against you or the insured person arises from an act or omission occurring on or after the retroactive date.

Notifiable conduct protection

4. We will cover you and the insured persons for civil liability for a claim (including a claim for defamation) against you or an insured person arising from you or an insured person, in good faith and in the public interest, reporting an incident or a registered healthcare professional to a hospital, area health authority or professional body, or participating in the investigation of the incident or registered healthcare professional, but only when:
 - (a) the claim against you or the insured person is first made during the period of insurance; and
 - (b) you tell us about the claim against you or the insured person in writing during the period of insurance; and
 - (c) the claim against you or the insured person arises from a report occurring on or after the retroactive date; and
 - (d) If the claim is against an insured person, the claim arises from a report made by the insured person in the capacity of a:
 - (i) principal, partner or employee of yours; or
 - (ii) student under a work experience program at your premises to provide or assist in providing healthcare services.

Defence costs for claims against you and insured persons

5. We will cover you and the insured persons for defence costs that we incur on your or an insured person's behalf for any claim against you or an insured person covered under clauses 1, 2, 3 and 4 of your Policy.

Defence costs for intellectual property disputes

6. We will cover you and the insured persons for defence costs that we incur on your or an insured person's behalf for a claim against you or the insured person for infringement of copyright, trademark, patent or registered design, but only when:
 - (a) the claim against you or the insured person is first made during the period of insurance; and
 - (b) you tell us about the claim against you or the insured person in writing during the period of insurance; and
 - (c) the claim against you or the insured person arises from an infringement occurring on or after the retroactive date; and
 - (d) the claim against you or the insured person arises directly out of your provision of healthcare services; and
 - (e) the claim against you or the insured person does not arise from a malicious act or omission, or an intentional infringement.

Defence costs for defamation

7. We will cover you and the insured persons for defence costs that we incur on your or an insured person's behalf for a claim against you or the insured person for alleged or actual defamation, but only when:
 - (a) the claim against you or the insured person is first made during the period of insurance; and
 - (b) you tell us about the claim against you or the insured person in writing during the period of insurance; and
 - (c) the claim against you or the insured person arises from an act occurring on or after the retroactive date; and
 - (d) the claim against you or the insured person arises directly out of your provision of healthcare services; and
 - (e) the claim against you or the insured person does not arise from a malicious act or omission or intentional defamation; and
 - (f) you pay, as directed by us, the deductible stated in the Certificate of Insurance applicable to this clause.

Costs for investigations

8. We will cover you and the insured persons for:
- (a) defence costs that we incur on your or an insured person's behalf; and
 - (b) legal costs that you or an insured person are ordered to pay as a result of a finding against you or the insured person
- for an investigation arising directly out of your provision of healthcare services, but only when:
- (i) you or the insured person is first made aware of the investigation during the period of insurance; and
 - (ii) you tell us about the investigation in writing during the period of insurance; and
 - (iii) the investigation arises from an act or omission occurring on or after the retroactive date.

Defence costs for alleged breaches of the Competition and Consumer Act and fair trading legislation

9. We will cover you and the insured persons for defence costs that we incur on your or an insured person's behalf for a civil liability claim against you or an insured person for breach of a provision of the *Competition and Consumer Act 2010* (Cth) or any state or territory consumer protection legislation, but only when:
- (a) the claim against you or the insured person is first made against you or the insured person during the period of insurance; and
 - (b) you tell us in writing during the period of insurance about the claim that you or the insured person breached the legislation; and
 - (c) the claim that you or the insured person breached the legislation arises from an act or omission occurring on or after the retroactive date; and
 - (d) the claim against you or the insured person arises directly from your provision of healthcare services; and
 - (e) the breach does not arise from a malicious act or omission or intentional breach.

Defence costs for employment disputes

10. We will cover you for defence costs that we incur on your behalf for defending a claim against you that:
- (a) is made against you by a person formerly, currently or proposed to be employed by you or contracted by you as a staff member (including in either case a medical practitioner or dental practitioner); and
 - (b) relates to or arises out of the contract or proposed contract under which that person was, is or will be engaged to assist you in the provision of healthcare services; and

- (c) arises 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

but only when:

- (i) you first become aware of the claim against you during the period of insurance; and
- (ii) you tell us about the claim against you in writing during the period of insurance; and
- (iii) the claim against you relates to an act, omission or event occurring on or after the retroactive date.

We will not cover you under this clause with respect to any dispute arising out of or in connection with an employment contract or contract for services connected with your sale or purchase of a practice.

Loss of documents

11. In the event of any loss of documents which were in your possession or the possession of those to whom you entrusted the documents in the ordinary course of your providing healthcare services, we will indemnify you for the reasonable costs and expenses incurred by you in replacing or restoring those documents, but only when:
 - (a) the loss of documents occurred during the period of insurance; and
 - (b) you notify us about the loss of documents in writing during the period of insurance; and
 - (c) we have agreed to the costs of replacement or restoration before they are incurred.

See exclusion 15.34

Non-imputation and severability

12. In the event that your Policy covers more than one person or entity, any conduct, act or omission by one person or entity which would allow us to refuse cover or to reduce our liability under your Policy will not prejudice the right of any other person or entity to indemnity provided that the other person or entity:
 - (a) had no prior knowledge of the conduct, act or omission; and
 - (b) provided written notice to us of the conduct, act or omission as soon as the other person or entity first became aware of it.

How much we insure you for

13. The Maximum Limit of Indemnity (which is inclusive of any deductible) and, provided the Maximum Limit of Indemnity is not exceeded, the sub-limits of indemnity (which are inclusive of any deductible) are set out in the following table:

The total amount we will pay in the aggregate for all claims, defence costs and other matters paid under your Policy during the period of insurance will not exceed the Maximum Limit of Indemnity set out in the Certificate of Insurance		Maximum Limit of Indemnity
All claims under the Policy during the period of insurance		The aggregate limit set out in the Certificate of Insurance
Provided that the Maximum Limit of Indemnity is not exceeded, the following sub-limits (which are inclusive of any deductible) apply during the period of insurance		Sub-limits as set out below
Clauses 1 to 5	Civil Liability, Clinical Trials, Privacy Complaints, Notifiable Conduct and Defence Costs	For each claim the Maximum Limit of Indemnity for any one claim as set out in the Certificate of Insurance
Clause 6	Defence costs for Intellectual Property Disputes	\$150,000 in the aggregate
Clause 7	Defence costs for Defamation	\$150,000 in the aggregate but only after the exhaustion of \$20,000 deductible payable by you or the insured person
Clause 8	Defence costs for Investigations	\$500,000 in the aggregate
Clause 9	Defence costs for Competition, Consumer and Fair Trading claims	\$150,000 in the aggregate
Clause 10	Defence costs for Employment Disputes	\$100,000 in the aggregate
Clause 11	Loss of Documents	\$100,000 in the aggregate

Single claim

14. Where:

- (a) an act or omission;
- (b) one or more related acts or omissions; or
- (c) any course of related treatment;

gives rise to more than one claim against you or an insured person, (whether by one or more claimants) all such claims will constitute a single claim against you and insured persons.

Without limiting the circumstances which constitute a single claim, all claims against you and insured persons:

- (i) forming part of a class, group or representative action; or
- (ii) relating to the pregnancy of any one woman or the birth of the child or the children from that pregnancy

will constitute a single claim against you and insured persons.

Where

- (a) an act or omission;
- (b) one or more related acts or omissions;
- (c) any course of related treatment; or
- (d) any acts or omissions which are substantially in common with each other

gives rise to more than one investigation, all such investigations will constitute a single matter for which you and insured persons claim under the Policy.

All claims under the Policy (including those constituting a single claim against you and insured persons, and a single matter for which you and insured persons claim under the Policy):

- (a) which arise from an act or omission;
- (b) which arise from one or more related acts or omissions;
- (c) which arise from any course of related treatment;
- (d) forming part of a class, group or representative action;
- (e) relating to the pregnancy of any one woman or the birth of the child or the children from that pregnancy; or
- (f) (with respect to investigations) which arise from any acts or omissions which are substantially in common with each other;

will constitute a single claim under the Policy and will be deemed (including for the purpose of determining the applicable limits of indemnity) to have been first made

at the earliest of either the time the earliest claim was made against you or an insured person, or the time the investigation first arose, regardless of whether that time is before or during the period of insurance.

Where more than one limit applies to claims constituting a single claim under the Policy, the amount payable, in the aggregate, shall not exceed the highest of those applicable limits.

Where more than one deductible applies to claims constituting a single claim under the Policy, the highest applicable deductible is to apply once.

Exclusions

What we do not cover

15. We will not provide cover or make payment under the Policy when:
 - 15.1 the matter for which you or an insured person claim under the Policy arises from any act or omission or circumstance that you have or should have told us about in your proposal or otherwise in accordance with your duty of disclosure;
 - 15.2 the matter for which you or an insured person claim under the Policy arises from an act or omission or circumstances notified to us or to another insurer or medical defence organisation or indemnity provider before the period of insurance;
 - 15.3 and to the extent that you or the insured person have the benefit of any indemnification arrangement including from us (other than this Policy) or another insurer (to the extent allowed by law) or under a government scheme or with a medical defence organisation or other indemnity provider;
 - 15.4 the matter for which you or an insured person claim under the Policy arises from an act or omission occurring prior to any retroactive date specified in the Certificate of Insurance;
 - 15.5 the matter for which you or an insured person claim under the policy arises out of an act, omission or event which you or an insured person knew, before the period of insurance, might give rise to a claim under the Policy;
 - 15.6 and to the extent that the claim against you or the insured person arises from the acts or omissions of a medical practitioner or dental practitioner who does not have current and adequate professional indemnity insurance to cover his or her own liabilities arising from that claim;

- 15.7 the claim against, or investigation of, an insured person arises from the provision of healthcare services by the insured person in his or her capacity as a medical practitioner or dental practitioner;
- 15.8 the matter for which you or an insured person claim under the Policy arises in any way out of:
- (a) a practice or procedure not directly connected with the provision of healthcare services; or
 - (b) you or an insured person acting in the capacity of or in respect of the functions or duties of a director or officer;
- 15.9 the matter for which you or an insured person claim under the Policy arises in any way from a practice or procedure specifically excluded in the Certificate of Insurance;
- 15.10 the matter for which you or an insured person claim under the Policy arises in any way from the provision of obstetric procedures unless obstetric services are noted on the Certificate of Insurance and the obstetric services are provided by any of the following employed or contracted by you:
- (a) a medical practitioner who specialises in obstetrics; or
 - (b) a general practitioner engaged in shared care; or
 - (c) a nurse or midwife providing antenatal or postnatal care within their scope of practice, or otherwise, under the guidance of a person described in paragraphs (a) or (b);
- 15.11 the claim against you or the insured person arises in any way from any of the following activities in connection with a clinical trial or research project:
- (a) your or the insured person's sponsorship of, initiating or administering the trial or project;
 - (b) adverse outcomes where you did not provide healthcare services;
 - (c) the trial or project protocol; or
 - (d) your or the insured person overseeing the trial or project or any act or omission by you or an insured person as a member of an ethics committee;
- 15.12 the claim against you or the insured person arises in any way out of the provision of healthcare services to a public patient in a public hospital;

SECTION 2 — POLICY WORDING

- 15.13 the matter for which you or an insured person claim under the Policy arises in any way from the acts of a person where those acts or omissions were:
- (a) outside the boundaries of their training and/or qualifications; or
 - (b) outside the terms and conditions of their registration; or
 - (c) outside the terms and conditions or the ordinary course of their employment or contract with you;
- 15.14 the matter for which you or an insured person claim under the Policy arises in any way out of actual or alleged sexual harassment, sexual misconduct or criminal conduct;
- 15.15 the claim against you or the insured person arises in any way out of the provision of healthcare services by a person intoxicated or otherwise impaired by the use of an intoxicant or drug, except the reasonable refusal to provide healthcare services because of the influence of such intoxicant or drug;
- 15.16 the claim against you or the insured person arises in any way as a result of the transmission of a contagious disease from a former or current employee, contracted staff member, contractor or anyone for whom you are liable, to a patient when at the time of transmission, you or the insured person knew or should have reasonably known that the infected person was carrying the disease;
- 15.17 the matter for which you or an insured person claim under the Policy arises out of a fault or alleged fault in any equipment or machinery used in the provision of healthcare services where such equipment or machinery was not used, maintained or serviced in accordance with any requirement or recommendation of the manufacturer;
- 15.18 the matter for which you or an insured person claim under the Policy arises in any way out of the development, manufacture, storage or supply of any good or product. This exclusion does not apply to the manufacture or supply of a product by a medical practitioner or dental practitioner or by an insured person as an intrinsic part of the provision of healthcare services to your patients;
- 15.19 the matter for which you or an insured person claim under the Policy arises in any way from any dishonest, fraudulent, illegal, criminal or malicious act or omission of any person who was at the time of the act or omission an insured person or a principal, partner, director or officer of yours;
- 15.20 the matter for which you or an insured person claim under the Policy:
- (a) arises out of any act or omission occurring or allegedly occurring outside the Commonwealth of Australia or its territories or protectorates unless we have agreed in writing to extend cover and then only to the jurisdictions and for the period of time specified by us in writing; or

- (b) arises out of any judgment or order by a court outside the Commonwealth of Australia or its territories or protectorates; or
 - (c) is based on, derives from or is an enforcement of any judgement, order or award obtained within, or determined pursuant to the laws of, any country outside the territorial limits of the Commonwealth of Australia;
- 15.21 you or an insured person have admitted liability for the claim against you or the insured person or settled, or agreed to settle, the claim against you or the insured person without our consent;
- 15.22 the matter for which you or an insured person claim under the Policy arises from any dispute between you and an insured person or between insured persons, except:
- (a) a claim against you or the insured person or investigation arising out of the provision of healthcare services to an insured person;
 - (b) a claim against you or the insured person for contribution in relation to a claim against you or the insured person by a third party arising directly in connection with your provision of healthcare services; or
 - (c) a claim under the Policy to which clause 10 applies;
- 15.23 the matter for which you or an insured person claim under the Policy:
- (a) is a claim against you or an insured person by an employee, partner, principal, director, officer, or contractor of yours, except to the extent that you are covered for legal costs under clause 10 or the claim against you or an insured person arises solely and directly out of your provision of healthcare services to that person; or
 - (b) is a matter in respect of which we are prohibited from providing or not authorised to provide cover, including but not limited to workers' compensation.
- 15.24 and to the extent that you or an insured person are obliged:
- (a) to refund any fee charged to or in respect of a patient; or
 - (b) to pay a fine or a civil or criminal penalty; or
 - (c) to pay punitive, aggravated or exemplary damages;
- 15.25 the matter for which you or an insured person claim under the Policy arises in any way out of the unlawful sale, supply, use or application of any substance;
- 15.26 the matter for which you or an insured person claim under the Policy arises in any way out of the ownership, lease, use, occupation, or state of any premises;

SECTION 2 — POLICY WORDING

- 15.27 the matter for which you or an insured person claim under the Policy arises in any way out of or in connection with an actual or threatened pollution of the environment (including exposure to asbestos) or a requirement for you to deal with that pollution exposure, except for the provision of healthcare services to any patient who has symptoms, whether actual or alleged, as a result of any exposure to pollution including asbestos whether directly or indirectly;
- 15.28 the matter for which you or an insured person claim under the Policy arises in any way out of:
- (a) any contract for the sale, purchase or lease of any asset, property (including premises) or investment, including a contract for the purchase or sale of all or part of your or another practice providing healthcare services;
 - (b) any contractual liability, warranty or guarantee except if you would have been otherwise liable in the absence of the contractual liability, warranty or guarantee;
 - (c) any trading debt or any guarantee for payment of a trading debt; or
 - (d) payment or non-payment of any dividend or other form of profit distribution;
- 15.29 the matter for which you or an insured person claim under the Policy arises out of or is connected with acts of terrorism, war, invasions, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military or usurped power. This exclusion does not apply to any healthcare procedure performed as a result of or to prevent any injuries arising out of any terrorism, war or warlike situation;
- 15.30 the matter for which you or an insured person claim under the Policy arises in any way from the loss of property including but not limited to money, computer or other electronic equipment, precious metal, gemstones, negotiable instruments, jewellery, artworks or antiques belonging to you or for which you are responsible except to the extent that you are indemnified under Clause 11;
- 15.31 the matter for which you or an insured person claim under the Policy arises out of taxes or taxation or debts;
- 15.32 any claim against you or an insured person for actual or alleged defamation except to the extent that we indemnify you or the insured person for defence costs under Clause 7;
- 15.33 the matter for which you claim under the policy arises because of your continuing a procedure or practice in the provision of healthcare services 14 days after you have received notice from us under clause 26 (Stop Notice) asking you to stop the procedure or practice;

- 15.34 the matter for which you claim under clause 11 (Loss of documents) of the Policy arises in any way out of cyber loss.

For the purposes of this exclusion only:

Cyber loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident.

Cyber act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.

Cyber incident means:

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

- 15.35 the matter for which you or an insured person claim under the Policy arises from the provision of healthcare services (including provision of prescriptions, medical certificates, or referrals to another practitioner) based on the transmission of images, patient data, online questionnaires or text based chat when there is no video or telephone consultation with the patient and there has not been a previous face to face consultation with the patient.

Fraudulent claims

16. We may reject a claim under your Policy by you or an insured person if the claim or any part of the claim is fraudulent or made fraudulently.

Conditions

You must comply with the following conditions. If you fail to do so, subject to the *Insurance Contracts Act, 1984* (Cth) we can do any one or more of the following:

- (a) refuse to pay (either in whole or in part) any claim you make under the Policy;
- (b) not provide you with assistance (or withdraw assistance) and
- (c) cancel your Policy.

Payment of premium and deductibles

- 17. (a) You must pay the premium on or before the date when it is due.
- (b) It is a condition precedent to cover that you must pay, as directed by us, the applicable deductible for each and every relevant matter for which you or an insured person seeks indemnity under the Policy.

When you have to notify us

- 18. You or the insured person must notify us in writing as soon as practicable after you or they become aware of any claim against you, investigation, or loss of documents.

Other Insurance

- 19. If you or an insured person seek indemnity under your Policy, you or the insured person must tell us about any other insurance or entitlement to indemnity that may indemnify or compensate you or the insured person, including the identity of the other insurer, the policy number and any other information that we may reasonably require.

Duty to co-operate

- 20. You and the insured persons must, at your or their expense:
 - (a) co-operate fully with us, our investigators and legal representatives; and
 - (b) attend any risk management meetings that we request in writing and co-operate fully with us by providing us with all information concerning your risk management.
- 21. Your and the insured persons' duty to co-operate includes, but is not limited to:
 - (a) providing all information, documents and assistance we reasonably require including, without limitation, giving access to medical records, treatment notes and financial records, including billing records and tax returns;
 - (b) providing information and identifying and locating witnesses;

- (c) permitting our investigators and legal representatives access to your practice records and records of your medical services;
 - (d) attending meetings in person or by telephone with us or our investigators or legal representatives or experts engaged by or for us, for the purpose of being interviewed or providing information or evidence in oral or written form;
 - (e) co-operating with our investigators and legal representatives in the preparation, defence or conduct of legal proceedings;
 - (f) refraining from direct communication with any court, tribunal or other decision-making body and any other party involved in a claim against you or an insured person, or an investigation, without, or contrary to, approval or advice from us or our legal representatives;
 - (g) attending court, investigations, inquiries and other hearings for the purpose of giving evidence or assisting our legal representatives;
 - (h) undergoing medical and other examinations;
 - (i) seeking our consent, or advice from our legal representatives, in relation to and before communicating with other persons or entities involved in a claim against you or an investigation; and
 - (j) attending any risk management meetings we request in writing.
22. You and the insured persons agree to waive any legal professional privilege to the extent only that the privilege would otherwise prevent any legal representative appointed by us disclosing information to us.

Prevention of loss

23. You and the insured persons must not, without our prior written consent:
- (a) admit liability for a claim against you or an insured person or potential claim against you or an insured person; or
 - (b) do or not do anything which may compromise us, including our ability to defend you or an insured person against a claim against you or an insured person or potential claim against you or an insured person, or defend you in an investigation; or
 - (c) make any payment or settlement, or offer of payment or settlement, of any claim against you or an insured person or potential claim against you or an insured person; or
 - (d) surrender any right to or settle any claim by you against another for contribution, indemnity or recovery
- in respect of which we may be liable to indemnify you.
24. You and the insured persons must use all reasonable measures to avoid or reduce any liability covered under your Policy.

Alteration of risk

25. You must give us notice as soon as practicable of any material alteration in the risk during the period of insurance, including without limitation:
- (a) any expansion of your practice providing healthcare services including:
 - (i) by acquisition of or merger with another practice or business;
 - (ii) increasing the locations at which your practice operates;
 - (iii) increasing, by more than 10% of the number disclosed to us, the number of insured persons, employees, health professionals engaged by you.
 - (b) the sale of your practice (either in whole or in part) or any shares in your practice;
 - (c) any change in the ownership of your practice;
 - (d) any change in either the nature of your practice or the healthcare services provided in your practice; or
 - (e) you becoming insolvent, being declared or an application being made for you to become bankrupt, having or an application being made to have a receiver, liquidator or administrator appointed, making a composition with your creditors or generally taking advantage of any statute for the relief of insolvent debtors or applying to be wound up or dissolved.

We may but are not obliged to (either during the period of insurance, or upon renewal), insure the altered risk. If we do decide to insure the altered risk we can, among other things (to reflect the change in risk), adjust the premium that you are liable to pay and amend the terms of your Policy.

If we decide to increase the premium, you must pay us the increased premium within 30 days of our tax invoice to you.

Failure to notify us of any alteration may result in us exercising our rights, including refusing to pay your claim.

Stop Notice

26. You must stop a procedure or practice in providing healthcare services if:
- a) we consider that the procedure or practice poses an unreasonable risk of giving rise to a claim against you, investigation or inquiry; and
 - b) we give you 14 days' notice asking you to stop the procedure or practice.

Registration and qualifications

27. It is a condition of your Policy that all medical practitioners, dental practitioners, employees and contractors engaged by you are suitably qualified and registered to provide the services required to perform the duties for which they are employed or engaged and that you have taken all necessary steps to ensure that each medical practitioner and dental practitioner has current and adequate professional indemnity insurance.

General terms

Allocation of defence costs

28. If the matter for which you or an insured person claim under the Policy includes both allegations in relation to which you or an insured person are entitled to indemnity under your Policy and allegations in relation to which you or the insured person are not entitled to indemnity under your Policy, we will pay only that proportion of defence costs which is attributable to the covered allegations.

We will determine in our absolute discretion the allocation of defence costs between the covered allegations and the uncovered allegations and will inform you of our determination in writing. In determining the allocation of defence costs, we will have regard to the proportion which that part of the claim against you or the insured person or investigation consisting of covered allegations bears to the whole of the claim against you or the insured person or investigation.

Our right to conduct and control proceedings

29. You and the insured persons agree that:
- (a) we have the right to conduct and control all matters covered under this Policy, including their investigation, defence, avoidance, reduction, settlement and, subject to Clause 30, any appeal as we see fit; and
 - (b) we may do so in your name or the insured person's name.

We will not admit liability for or settle any claim against you or an insured person or resolve any investigation involving you or an insured person without your or the insured person's prior consent, provided that the consent is not withheld unreasonably. In determining whether consent has been withheld unreasonably, we consider any factor including but not limited to:

- (i) the merits and prospects of success;
- (ii) whether, even if successful, the outcome is likely to provide a substantial improvement to you or the insured person; and
- (iii) costs.

We may, but are not obliged to, seek legal advice.

If you or an insured person do not consent to our settling a claim against you or the insured person or otherwise resolving an investigation or other matter, your entitlement to cover for defence costs will cease and at our option:

- (a) we will settle the claim against you or the insured person, or resolve the investigation or other matter; or
- (b) our liability is limited to the amount we recommend in settlement and payment of defence costs up to the date that we recommend to you settlement of the claim against you or an insured person or resolution of the investigation or other matter.

Appeals

30. If you are dissatisfied with the decision made by a court, board, tribunal or other decision-making body in a matter in which we have represented you or an insured person under your Policy, and you want to appeal against that decision, you must request our written approval within 14 days after the decision is handed down, or within such shorter period as would be reasonable having regard to the time limit for an appeal to be filed. You must do so in writing, setting out your reasons for wanting to appeal. We will inform you in writing whether we consent or not to pay your legal costs of the appeal.

We will not pay or incur, or continue to pay or incur, legal costs of you pursuing any appeal if we, in our absolute discretion, consider that such appeal does not have reasonable prospects of success, or for any other reason, including but not limited to legal costs, should not be pursued. We may, but are not obliged to, seek legal advice as to the merits and prospect of success of such appeal.

Our decision to pay the legal costs of any appeal is final and in our complete discretion.

If you decide to appeal without our consent, we will not pay any additional legal costs associated with the appeal (whether successful or not) or any further amount which may be an outcome of the appeal.

If your appeal is successful and you are entitled to a payment or refund of defence costs paid by us and/or any money that we paid the claimant, that payment or refund becomes a debt due to us and you must forward that payment or refund to us, less any legal fees and expenses you have incurred in the appeal.

The amount payable under the Policy in respect of any appeal is included in the relevant sub-limit.

Subrogation

31. You and the insured persons agree not to surrender any right to, or settle any claim against you or an insured person for contribution, indemnity or recovery, without our consent.
32. If we make a payment under your Policy, we are subrogated to all of your rights of contribution and indemnity or recovery and those of the insured persons.

Cancellation

33. You may cancel your Policy at any time by
- (a) contacting Member Services on 1800 011 255
 - (b) emailing peaceofmind@mdanational.com.au; or
 - (c) writing to us.

If you cancel your Policy within the cooling off period of 21 days after it was issued to you, your premium will be refunded in full with no cancellation fee deducted.

If you cancel your Policy outside the cooling off period, a cancellation fee applies which is equivalent to 45 days' of the annualised premium.

If you have paid your premium in full, we will deduct this cancellation fee from the refund. If you are paying the premium in instalments, you are still liable to pay the cancellation fee.

We will issue any refund directly to your nominated bank account.

If you are paying by instalments and cancel the Policy after the cooling off period and you have made a claim or notified a potential claim under your Policy in the Policy period you will be required to pay the remainder of the premium that has not been paid.

There will be no refund of premium (but our rights to a cancellation fee are maintained) where you have notified a claim or potential claim under the Policy.

Within 30 days of cancellation you must pay to us any cancellation fee and any outstanding premium owing at the date of cancellation, failing which we may recover those amounts from you as a debt.

34. We may cancel your Policy by giving you five business days' written notice if you:
- (a) failed to disclose or misrepresented to us any information that you knew (or could reasonably be expected to have known) was relevant to our decision to insure you and on what terms;
 - (b) fail to comply with your duty of utmost good faith to us;
 - (c) fail to comply with a provision of your Policy including the provisions to pay the premium and to pay the deductible;
 - (d) are paying your premium by instalments and there have been three unsuccessful attempts by us to debit your nominated account and at least one instalment remains unpaid for over one month;
 - (e) fail to comply with any provision of your Policy which requires you to notify us (including your obligation to notify us of any change in the healthcare services provided by you); or
 - (f) make a fraudulent claim under your Policy.

Governing law

35. Any dispute that arises between you and us under your Policy relating to its construction, validity or operation will be subject to the law and jurisdiction of the Australian state or territory in which it is issued.

Interpretation

36. The headings in this Policy wording are included for descriptive purposes only and do not form part of your Policy for the purpose of construction or interpretation.
37. Under your Policy words in the masculine, feminine and neuter genders include any other gender and the singular includes the plural and vice versa unless the context otherwise requires.

Definitions

38. In your Policy:

Certificate of Insurance means the certificate of insurance to your Policy.

Claim against you or an insured person means:

- (a) a demand for, or an assertion of a right to, compensation, damages or injunctive relief made against you or an insured person; or
- (b) an intimation of an intention to seek compensation, damages or injunctive relief from you or an insured person; or
- (c) an allegation of unlawful conduct, misconduct or unsatisfactory conduct against you or an insured person.

Deductible means the amount set out in the Certificate of Insurance that must be paid to us or at our direction before we cover you or an insured person.

Defence costs means legal costs reasonably and necessarily incurred:

- (a) in defending any proceedings;
- (b) in attending or assisting in an investigation;
- (c) in prosecuting any proceedings for indemnity, contribution or recovery; or
- (d) in investigating, avoiding, reducing, settling or otherwise resolving any claim against you or an insured person or investigation.

Dental Practitioner means a natural person registered and practising in Australia as a dental practitioner under the Health Practitioner Regulation National Law (including a dentist, dental specialist, dental hygienist, dental prosthetist, dental therapist or oral health therapist).

Documents means any written, printed or reproduced material, or any electronic document or data used in connection with the business of your practice providing healthcare services, but does not include any currency, negotiable instrument, cheque, stamp, bond or coupon or any document evidencing title to or which constitutes a form of security.

Employee means a person, not being a medical practitioner or dental practitioner, employed by you under a contract of service (and for the avoidance of doubt, not engaged under a contract for services).

Health professional means a medical practitioner or a dental practitioner.

Healthcare services means:

- (a) those medical treatments, services or advice provided to patients in the course of your practice, limited to the Professional Services set out in the Certificate of Insurance; or
- (b) the rendering of emergency medical assistance to a person where an insured person is in attendance as a bystander and where there is no expectation of payment or other reward.

Insured person means the following but only to the extent that they are not or were not engaged in the provision of healthcare services as a medical practitioner or dental practitioner:

- (a) past, present and future:
 - (i) principals and partners of yours;
 - (ii) employees of yours; and
 - (iii) students under a work experience program at your premises to provide or assist in providing healthcare services; and
- (b) the executor or administrator of the estate of someone referred to in (a) above.

Investigation means any official proceeding, inquiry, examination or hearing:

- (a) carried out or initiated by or on behalf of a government department, professional body, health services authority, medical tribunal, Royal Commission, Coroner's court, health or medical benefits fund, Information Commissioner, Privacy Commissioner, consumer protection agency or Anti-Discrimination Board; and
- (b) includes a notification, warning or intimation of the proceeding, inquiry or examination.

Loss of documents means:

- (a) the loss of, damage to or destruction of physical documents; or
- (b) the deletion, corruption or modification of electronic documents or data.

Medical practitioner means a natural person registered and practising in Australia as a medical practitioner under a law of the Commonwealth or any state or territory of Australia that provides for the registration or licensing of medical practitioners, including a person provisionally registered and practising as such.

Obstetric services means only those medical treatments, routine and non-emergency services, and advice, provided to women during antenatal and postnatal care in the course of your practice, subject to “Obstetrics” being listed as the Professional Services in the Certificate of Insurance.

Period of insurance means the period of insurance set out in the Certificate of Insurance.

Policy means the Certificate of Insurance, this Policy Wording, any endorsement applying to this Policy wording current during the period of insurance and any endorsement issued to you during the period of insurance.

Proposal means all documents comprising your application for or renewal of your Policy including any pre-renewal questionnaire.

Registered healthcare professional means a medical practitioner or an individual who practises a healthcare related vocation and who is registered under a law of the Commonwealth or any state or territory of Australia to practise that vocation.

Retroactive date means any date specified in the Certificate of Insurance as the retroactive date.

Shared care means the joint management of a pregnancy between a General Practitioner with a specialist Obstetrician, GP Obstetrician or maternity hospital where:

- a plan for such joint management is made within the first trimester; and
- evidence exists of referral to a Specialist Obstetrician, GP Obstetrician or Public Hospital antenatal clinic and of continuing shared care arrangements; and
- there is no involvement, or intention by the General Practitioner to be involved, with the intrapartum care or conduct of the birth itself.

We, our and us mean MDA National Insurance Pty Ltd ABN 56 058 271 417 and AFS Licence No. 238073, being the insurer named in the Certificate of Insurance.

You and your mean the entity conducting the practice providing healthcare services named in the Certificate of Insurance as the insured.

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mdanational.com.au

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