

# Practitioner Indemnity Insurance Policy



## What does Avant cover? Insurance features

**IMPORTANT NOTE:** This is a summary only. Cover is subject to the terms and conditions (and exclusions) of the policy. Please read and consider the PDS and policy wording which is available at [www.avant.org.au](http://www.avant.org.au) or by phoning us on 1800 128 268.

### Professional Indemnity Insurance Cover (Part A)

<b>Amount insured</b>	Maximum sum insured under Part A for any one claim or for all claims in the aggregate in a policy period is <b>\$20million</b> for a medical practitioner and <b>\$10million</b> for any other healthcare professional.
<b>Good Samaritan acts (worldwide)</b>	Covers your liability to pay compensation for civil liability (including legal defence costs) for claims arising out of healthcare performed by you in coming to the aid of a person in an emergency or accident.
<b>Unpaid healthcare (clause 3)</b>	Covers your liability to pay compensation for civil liability (including legal defence costs) for claims for: <ul style="list-style-type: none"><li>unpaid healthcare limited to writing of a prescription or referral;</li><li>giving an unpaid presentation or address or the publication of an article in a newspaper, newsletter or journal to the extent that it provides medical information or healthcare advice;</li><li>treatment provided by you as an unpaid volunteer not related to extreme activities.</li></ul>
<b>Private Practice (clause 4)</b>	Covers your liability to pay compensation for civil liability (including legal defence costs) for claims arising out of healthcare in private practice (or where you are not otherwise indemnified by your employer), where you have declared billings generated from healthcare and the healthcare is of a type normally associated with your category of practice.
<b>Practice Staff (automatic extension)</b>	Cover for your liability to pay compensation for claims arising out of healthcare in private practice extends to your practice staff for claims made against them for healthcare provided under your supervision (except when performing cosmetic procedures) for up to: <ul style="list-style-type: none"><li>one full-time equivalent staff member who provides healthcare to your patients (such as a nurse); and/or</li><li>two full-time equivalent administrative staff (such as a receptionist or practice manager whose duties are administrative)</li></ul> however you must be the sole proprietor of the business and there must be no other medical practitioner practising in or employed by the business.* *A separate Practice Medical Indemnity Policy can be purchased where required, refer to the telephone and web details below for more information.
<b>Clinical Trial Cover (automatic extension)</b>	Covers your liability to pay compensation for civil liability (including legal defence costs) for claims arising out of healthcare provided by you as a result of your participation in certain clinical trials subject to those clinical trials having appropriate ethics approval and complying with certain requirements.
<b>Continuous cover (automatic extension)</b>	Cover continues despite your inadvertent failure to notify claims or incidents during the period of insurance if you remained continually insured with Avant and you have not given notice under any other policy of insurance which entitles you to cover.
<b>Public Patient cover (optional extension subject to additional premium)</b>	Covers your liability to pay compensation in respect of claims for certain incidents arising out of healthcare provided to a public patient where you have no right to indemnity from a hospital, area health service, a government scheme or another person for public patient care.
<b>Tele-health</b>	Covers your liability to pay compensation for civil liability (including legal defence costs) for claims arising out of paid or unpaid healthcare provided by you over the internet, online, by video conference or telephone provided that it is preceded by a physical medical examination of the patient by you or is in accordance with any relevant AMA or medical college guidelines.

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## Legal Fees and Expenses and Tax Audit Cover (Part B)

### Clause 20 (Legal costs up to \$500,000)

<b>Legal fees cover for disciplinary, coronial and criminal proceedings and investigations</b>	Cover for legal costs that we incur (including any legal costs you may be ordered to pay by a court or tribunal) defending a prosecution, responding to a commission, inquiry, inquest, investigation or complaint by a registration board, tribunal, complaints unit, criminal court or coronial court relating to your practice as a healthcare professional.
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### Clause 21 (Legal costs up to \$150,000)

<b>Medicare Benefits Scheme</b>	Cover for legal costs that we incur defending a civil or criminal action, responding to an investigation or complaint, appearing at an inquiry or interview related to an allegation of inappropriate practices within the meaning of the <i>Health Insurance Act 1973</i> (Cth), and brought under that Act (including a Medicare audit or inquiry).
<b>Health funds</b>	Cover for legal costs that we incur defending or responding to matters brought by a health or medical benefit fund.
<b>Dispute with employee</b>	Cover for legal costs that we incur defending a complaint following a dispute with your employee or contracted staff member relating to a contract under which that person is engaged to assist you in your practice as a healthcare professional, other than in connection with the sale of your practice or business.
<b>Dispute with employer</b>	Cover for legal costs that we incur pursuing or defending a complaint following a dispute with your employer or other contracting party relating to a contract of engagement as a healthcare professional, other than in connection with the sale of your practice or business.
<b>Contract dispute with hospital</b>	Cover for legal costs that we incur pursuing or defending a complaint relating to a contract between a hospital and you relating to your engagement as a VMO.
<b>Defamation</b>	Cover for legal costs that we incur pursuing or defending a complaint where it is alleged, in the course of your practice as a healthcare professional, you were defamed by or defamed another person who is not a healthcare professional, subject to the payment of a \$20,000 deductible for each claim.
<b>Reporting a practitioner</b>	Cover for legal costs that we incur defending a complaint arising out of the reporting of another healthcare professional to a hospital, area health service or regulatory body in good faith or under a legal requirement. If the claim is that you defamed the healthcare professional it is subject to a \$20,000 deductible for each claim.
<b>Training programs</b>	Cover for legal costs that we incur pursuing or defending a complaint arising from your involvement in a training program approved by a medical college.
<b>Disputes with government departments or authorities</b>	Cover for legal costs that we incur defending a complaint that relates to a dispute with a government department or authority that relates to your practice as a healthcare professional.
<b>Appeals</b>	Cover for legal costs that we incur for meritorious appeals of judgments relating to matters covered under clauses 20 and 21 of the Policy.

### Clause 22 (Legal Costs up to \$50,000)

<b>Tax audit</b>	Cover for accounting or legal fees that we incur in responding to an audit of your practice as a healthcare professional by the ATO during the policy period, and subject to notification in writing during the policy period.
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## Optional Cover (Part C)

<b>Communicable disease</b>	<p>'One off' cover for your loss (subject to the maximum to be agreed with Avant) if you have to:</p> <ul style="list-style-type: none"> <li>retire due to disability;</li> <li>substantially modify your practice to enable you to continue to practise medicine;</li> <li>undergo substantial training or re-training to enable you to continue to practise medicine due to first being diagnosed with HIV, Hepatitis B, Hepatitis C during the policy period (please refer to clauses 26 – 27 of the policy for details)</li> </ul>
<b>Personal expenses</b>	Cover up to <b>\$50,000</b> (\$300 per day) for reasonable travel and accommodation expenses for attending a court, tribunal, inquiry, investigation, inquest, or administrative or disciplinary proceeding covered under the policy in respect of a claim or matter covered under Part A or Part B, Division 1 of the policy, subject to a deductible of \$100 for each claim, complaint, hearing or matter (please refer to clauses 28 – 32 for details).
<b>Lost income</b>	<p>Cover up to <b>\$100,000</b> (\$1,650 per day) for lost earnings or income incurred during the policy period for attending (at Avant's request) a court, tribunal, inquiry, investigation, inquest or disciplinary proceeding covered under Part A or Part B, Division 1 of the policy (please refer to clauses 33 – 34 for details).</p> <p>NB: We do not cover you for loss of earnings on the first day of attendance. Payment for subsequent days is paid for each half day at the rates specified as the sum insured in your policy schedule.</p>

This is a summary of cover only. Please refer to the Practitioner Indemnity Insurance Policy for details, **exclusions** and conditions.