

Practitioner Indemnity Run Off Insurance Policy

The booklet contains the Financial Services Guide,
Product Disclosure Statement and Category of Practice Guide

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**Combined
Financial
Services Guide
and Product
Disclosure
Statement**

Financial Services Guide

Who will provide the service?

This Financial Services Guide (FSG) is intended to assist You in deciding whether to obtain any of the financial services that Avant Insurance Limited ABN 82 003 707 471 and AFS Licence 238765 is authorised to provide or arrange under its AFS Licence.

When reading this FSG, Product Disclosure Statement (PDS) and the Policy some of the terms that We use have a special meaning. Those words begin with capital letters and their meanings are explained in the definitions section of the Policy.

Our contact details

Our contact details are as follows:

Avant Insurance Limited
Level 6, Darling Park 3, 201 Sussex Street
Sydney NSW 2000

PO Box 746, Queen Victoria Building NSW 1230

DX 11583 Sydney Downtown

Phone: Freecall 1800 128 268

Fax: Freefax 1800 228 268

Email: memberservices@avant.org.au

Website: avant.org.au

How You can contact Us?

We will provide You with an application form that must be completed, signed and submitted to Us. Other communication with Us can be via telephone, facsimile transmission, mail or electronic-mail to the address which is listed above.

Why We provide You with an FSG

The FSG is designed to:

- ▶ assist You in understanding what You can expect when You contact Us regarding one of Our financial services;
- ▶ advise You about the remuneration We, Our staff and any other related persons receive in connection with the financial services We provide;
- ▶ describe how We deal with any complaints; and
- ▶ provide You with key contact details and information about how to lodge a complaint.

A copy of this FSG will generally be provided to You when We provide personal financial services to You or You obtain a financial product from Us.

What financial services do We offer?

We provide general insurance, life insurance and other insurance and related products.

We are an Australian Prudential Regulatory Authority (APRA) regulated insurer holding an Australian Financial Services Licence authorising Us to provide financial product advice in relation to, and deal in, general insurance and life risk insurance products. General insurance products are underwritten by Us. We provide these products and related 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 Australia to reimburse the ongoing costs associated with administering medical indemnity support schemes on behalf of Medicare Australia 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.

Related documents You may receive

You may also receive other documents when We provide You with financial services in relation to one or more of Our financial products.

General advice

In the ordinary course of Our business, We will only provide general financial product advice. Our staff do not take personal circumstances

into consideration when providing general financial product advice. It is important for You to consider Your objectives, financial situation and needs before making a decision to hold a policy with Us.

Product disclosure statement

A PDS will be provided to You when We provide, arrange or issue a financial product (other than for wholesale products) to You. The PDS will contain information about the financial product, including its features, benefits, exclusions and any fees or costs associated with the product to enable You to make an informed decision about it. The PDS also contains information about the Premium Support Scheme (PSS). This government scheme helps eligible doctors with the costs of their medical indemnity insurance.

How is Your personal information dealt with?

For information about how We may deal with Your personal information, please refer to the 'Personal information and Your privacy' section of this PDS.

What if You have a complaint?

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 Financial Ombudsman Service (FOS). We are a member of the independent dispute resolutions service the FOS provides.

If You wish to make a complaint to the FOS please either contact Us or contact the FOS direct. The FOS' contact details are:

Telephone numbers:

Hotline:	1300 78 08 08
National Relay Service:	1800 555 677
Fax number:	03 9613 6399
Email:	info@fos.org.au
Web address:	fos.org.au
Mailing address:	GPO Box 3, MELBOURNE VIC 3001

Product Disclosure Statement

What is a Product Disclosure Statement?

This PDS will assist You in making an informed choice about whether this product meets Your insurance requirements.

You should read the Policy wording carefully, as it contains more detailed information about some of the matters referred to in this PDS.

Who is the insurer?

Avant Insurance Limited ABN 82 003 707 471 AFS Licence 238765 is the insurer and the issuer of this PDS and the Policy. Please refer to the FSG, which contains Our contact details.

What does the Policy cover?

Subject to the terms, definitions, exclusions, limitations and conditions contained in it, the Policy covers the following:

Part A: Professional Indemnity Insurance Cover

Division 1

Unpaid Healthcare

Professional indemnity insurance, including Legal Defence Costs, for certain specified Unpaid Healthcare activities provided during the Run-Off period

Division 2

Healthcare

Professional indemnity insurance, including Legal Defence Costs, for specified paid and/or private Healthcare activities provided by You during the Run-Off Period where You are not otherwise indemnified or entitled to be indemnified by Your employer. This section only applies where You have declared the billings You generated during the Run-Off Period from these activities.

Division 3

Public Patient optional cover

Part B – Legal Fees and Expenses Cover

Division 1

Disciplinary, coronial and criminal proceedings and investigations

Division 2

Other actions, Complaints, proceedings and inquiries

Public Patient optional cover

The optional cover available under Part A Division 3 includes cover for Healthcare to Public Patients provided by You during the Run-Off Period where You are not indemnified or entitled to be indemnified by a hospital, area health service or a government scheme. You are only eligible for this cover if Your last medical indemnity cover issued by Us had this optional cover.

Volunteer extreme activities

We cover You for amounts which You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You in relation to Unpaid Healthcare provided by You during the Run-Off Period which was performed by You as an Unpaid Volunteer during extreme activities.

Breaches of privacy

We 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 for an actual or alleged breach of privacy or confidentiality, where the act, error or omission occurred in connection with Healthcare or Unpaid Healthcare provided by You during the Run-Off Period.

Breaches of consumer protection legislation

We 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 by Your patient for an actual or alleged breach of Commonwealth, State or Territory consumer protection legislation, where the act, error or omission occurred in connection with Healthcare or Unpaid Healthcare provided by You during the Run-Off Period.

Defamation

We 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 by Your patient or Your patient's family for actual or alleged defamation, libel or slander, where the act, error or omission occurred in connection with Healthcare or Unpaid Healthcare provided by You during the Run-Off Period.

Telehealth activities

We 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 by Your patient or Your patient's family in relation to You providing Telehealth during the Run-Off Period.

Cover outside of Australia

We 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 relation to Healthcare or Unpaid Healthcare outside of Australia provided by You during the Run-Off Period.

Clinical Trial cover

We 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 relation to Healthcare or Unpaid Healthcare provided by You during the Run-Off Period as a result of Your participation in a Clinical Trial. This automatic cover is subject to the Clinical Trial being approved by a properly constituted ethics committee registered with the National Health and Medical Research Council and the Clinical Trial being conducted in compliance with the guidelines, conditions and approvals set by that ethics committee. The automatic Clinical Trial cover does not apply to Clinical Trials involving: pregnant women, gene therapy, use of stem cells or children under the age of 16. If You require cover for these excluded Clinical Trials please contact Us.

What We do not cover (Exclusions)

There are a number of situations in which We do not cover You. They are contained in the Policy under the headings 'Exclusions – Part A' and 'Exclusions – Part B' of the Policy. You should ensure that You fully understand these exclusions and if You do not please contact Us.

How much We will pay (Sum insured)

The sum insured is the maximum amount We will pay under this Policy for any Claim or Request for Indemnity and for all Claims and Requests for Indemnity in the Policy Period.

Some Claims and Requests for Indemnity are subject to a sub-limit. For these Claims and Requests for Indemnity, the sub-limit is the maximum amount We will pay.

The sum insured and sub-limits that apply are set out in this Policy or in Your Policy Schedule.

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 similar or related single acts, errors, omissions or occurrences will be treated under this Policy as one Claim or Request for Indemnity.

Claims made cover

Part A of the Policy covers You for compensation Claims (including Legal Defence Costs) first made against You and which You notify to Us within the Policy Period where the Incident giving rise to the Claim occurred during the Run-Off Period.

Part B of the Policy provides Legal Fees and Expenses cover. Part B of the Policy requires that the matter or proceedings are commenced and notified to Us in the Policy Period.

This Policy does not provide cover in relation to:

- ▶ Claims against You arising from Incidents that occurred outside the Run-Off Period; or
- ▶ Claims against You or Incidents notified to Us after the end of the Policy Period; or

- ▶ Claims made, threatened or intimidated against You prior to the Policy Period; or
- ▶ 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.

Notification of facts, which might give rise to a Claim

You must notify Us as soon as practicable of any Claim against You or Incident involving an error and You must also advise Us of any outcome which may lead to a Claim against You.

To the extent provided in section 40(3) of the *Insurance Contracts Act 1984 (Cth)* where You give notice to Us of facts that might give rise to a Claim as soon as was reasonably practicable after You become aware of those facts but before the Policy Period expires, You are covered for any Claim made against You arising from those facts even if it is not made against You until after the Policy Period has expired.

Continuous cover

We will cover You if You fail to tell Us about a Claim or Incident that You knew, or a reasonable person in Your position should reasonably have known might result in a Claim or allegation against You. To qualify for this cover You must have been continuously insured by Us from the date the Incident occurred to the date on which the Claim or Request for Indemnity is made. The Claim against You must be covered by the Policy and You must not have given notice under any other policy.

Run-Off Cover Scheme (ROCS)

The Policy operates on a claims made basis which means it only covers Claims made against You and notified to Us in the Policy Period. Run-off cover (also known as tail cover) indemnifies You for claims made against You at some point in the future where the Healthcare or Unpaid Healthcare was provided in the past.

ROCS is a Commonwealth Government scheme. It is designed to provide run-off cover free of charge to eligible Medical Practitioners. You may become eligible for ROCS when You:

- ▶ are 65 years of age or over and have retired permanently from private medical practice; or
- ▶ are permanently disabled; or
- ▶ have not engaged in private medical practice for the preceding three years (including if You are no longer in paid employment, are practising medicine solely in the public sector or are no longer practising medicine); or
- ▶ are on maternity leave; or
- ▶ die (Your estate may be eligible for ROCS); or
- ▶ leave Australia after working as a Medical Practitioner under a visa sub-class 422 or 457.

You must notify Us when You become eligible for ROCS.

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 Incidents notified after You return to practice.

Applying for Your Policy

This Policy is available to Healthcare Professionals who have been members of Avant or who had previously had professional indemnity insurance with Us and:

- ▶ permanently retire from practice; or
- ▶ cease private practice; or
- ▶ cancel their professional indemnity insurance policy for any other reason; or
- ▶ do not meet the eligibility criteria for ROCS.

To apply for a policy, You need to forward Your written request to Us detailing the date You propose to cease practice.

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 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. If You do not receive a renewal pack at least 14 days prior to the date when Your Policy is due to expire, You need to contact Us, as Your Policy will expire at the end of the Policy Period.

Making changes to Your Policy

You must notify Us if:

- ▶ Your personal details change; or
- ▶ You return to practice; or
- ▶ You require change to Your cover; or
- ▶ You do not receive a renewal pack; or
- ▶ You otherwise become eligible for ROCS.

You must notify Us as soon as practicable. 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 Our Member Services team on **1800 128 268**. If We require You to give Us notification in writing We will inform You once You contact Us.

Please refer to the 'Your duty of disclosure' section of this PDS for full details of Your duty of disclosure.

Calculating Your gross billings

Please refer to the Category of Practice Guide where You can find detailed information on how to calculate Your gross billings. If You are unable to accurately assess Your gross billings or need clarification of the guide please contact Us. It is important You disclose Your correct gross billings.

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. If Your actions were fraudulent, We can treat Your Policy as never existing.

In the event that You declare incorrect billings, in addition to any other course of action available to Us You will be liable to pay any additional premium that We advise is payable. You may also be liable to refund any previously provided PSS subsidy as a result of incorrect billings being declared.

Your guide to Your Category of Practice

Please refer to the Category of Practice Guide for detailed information on the categories of practice available and an explanation of each. It is important You select the correct Category of Practice in order to be indemnified for all aspects of Your practice. 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. If Your actions were fraudulent, We can treat Your Policy as never existing.

In the event that You change Your Category of Practice You may be required to pay an additional premium and may be liable to refund any previously provided PSS subsidy as a result of the Category of Practice change. Please contact Us if You need assistance in understanding the categories of practice or if You practise across more than one category.

How much will the Policy cost?

A Medical Practitioner who intends to retire from private practice who has been a continuous member of Avant or Medical Defence Association of Victoria Limited ABN 59 004 046 379 or United Medical Protection Limited ABN 72 077 283 884 (now called Avant Group Holdings Limited) for 10 years or more, but has not reached the age of 65 years, will be offered this policy on an annual basis renewable for at least 3 years at a cost of \$50.00 (plus charges) per annum.

Otherwise when calculating Your Base Premium We take a number of factors into account 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 practised;
- ▶ Your claims history;
- ▶ the length of Your membership with Us;
- ▶ any specific factor which increases risk; and
- ▶ any special discounts or loadings.

Your Policy premium has the following components:

- ▶ base Premium;
- ▶ ROCS support payment;
- ▶ instalment fee (if applicable);
- ▶ any other Commonwealth, State or Territory levy;
- ▶ GST; and
- ▶ stamp duty.

Paying Your Premium

If You do not pay Your Premium by the due date, We may cancel Your Policy and We will give You a written notice of cancellation where We are required by law to do so.

If You pay Your premium late, We may reject Your payment and Your Policy will cease from the due date.

If We accept Your late payment, We may re-commence Your cover from the date We receive Your payment. If so, You will have no cover for the period from the due date until the date of payment.

Payment options are made clear when We provide You with an offer of insurance. If You elect to pay Your Premium by instalments You will be charged an instalment fee. If You pay Your Premium by instalments and Your payment is overdue, We can:

- ▶ refuse any Claim or Request for Indemnity if payment is 14 days (or more) late; and
- ▶ cancel Your Policy without notifying You if payment is 1 month (or more) late.

For details and worked examples of how We calculate Your Premium, when You may be entitled to a refund or required to pay any additional Premium and how We make payments following a Claim or Request for Indemnity, see our 'Guide to Premiums and Claim Payments Guide' which is available on avant.org.au. You may request a copy of this Guide free of charge by contacting Us.

If Your Premium changes due to changes made to Your Policy We will provide a tax invoice adjustment note. Should You have an automatic arrangement We will change the amount of Your deductions in accordance with Your new Premium. You will be notified of any such changes. For further information regarding payment options, please contact Us.

Your Policy

When We accept Your application and You pay Your Premium, We will issue You with a Policy. The Policy comprises this PDS (and the documents that form part of it) and any supplementary PDS We have provided to You the Policy Wording and Your Policy Schedule.

Each of these documents are sent to You with this PDS. If You require a further copy of any of these documents at any time, please contact Us and We will provide You with a copy free of charge.

You must read each of these important documents carefully and keep them together in a safe place.

Your Policy Schedule

Your Policy Schedule is Our confirmation to You that We have accepted Your insurance application. It sets out any special conditions which may apply to You and Your Policy Period, personal details, Your professional practice details, sums insured, sub-limits, Deductibles and any optional covers You have chosen. It will also set out Your Run-Off Period. If special modifications are required to Your Policy We may issue an endorsement. Please check Your Policy Schedule to ensure that all the details are correct and that You have the insurance cover You require.

Your Policy begins on the date specified in Your Policy Schedule. Your Policy ends on the date specified in Your Policy Schedule, or on the date Your Policy is cancelled.

Deductibles

Your Deductible, if any, is the amount that You must bear at Your own risk in relation to any cover under Your Policy. The Deductibles that apply will be set out in this PDS or in Your Policy Schedule. One or more Deductibles may apply. In the event that We elect to pay all or part of a Deductible on Your behalf in respect of any cover under the Policy, You are obliged to reimburse Us within 14 days of a request for reimbursement.

Cancellation of Your Policy

You may cancel this Policy at any time by notice in writing. We will then refund the Premium on a pro rata basis less 2 months' Base Premium (Base Premium does not include government charges or levies). If You have notified an Incident or a Claim during the Policy Period there will be no pro rata refund.

We may cancel this Policy at any time by giving You no less than 14 days' notice in writing if You are in breach of any of the conditions of this Policy, including non-payment of Premium, or for any other reason available to Us under the *Insurance Contracts Act 1984 (Cth)*.

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 post or electronically within 14 days, starting at the end of the fifth day 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 (less any tax or duty paid on Your behalf which is non-refundable).

However, Your cancellation rights do not apply if, during the cooling off period under Your Policy, You:

- ▶ have made a Request for Indemnity under the Policy; or
- ▶ notified Us of a Claim or Incident.

Special conditions

Special conditions may be applied to Your Policy. If so, such special conditions will be set out in Your Policy Schedule We provide You. These conditions may relate to, but are not limited to, Healthcare or Incidents that We may not cover, extensions of cover or Deductibles which may apply to Your cover.

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 could reasonably be expected to know, that is relevant to Our decision to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend or vary Your insurance Policy with Us and a continuing obligation of disclosure whilst the Policy is in force.

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; or
- ▶ a matter that is considered to be common knowledge; or
- ▶ 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.

Non-disclosure

If You fail to comply with Your duty of disclosure, depending on the prejudice caused by Your failure to comply, We may:

- ▶ reject Your Request for Indemnity; or
- ▶ reduce Our liability in respect of a Claim, Complaint or matter; or
- ▶ cancel Your Policy.

If Your non-disclosure is fraudulent, We may avoid the Policy entirely (that is, We may treat the Policy as never being of any force or effect).

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 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 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

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.

Our dispute resolution process

Please refer to the FSG which contains details of how You can make a complaint about the products or services provided to You.

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 and Medicare Australia to administer the scheme on the government's behalf. Participation in the PSS is optional. Please refer to the PSS terms and conditions booklet for the full details of the scheme. This booklet forms part of this PDS.

The PSS has a number of conditions which You must comply with. If You do not, Medicare Australia 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 request form, a copy of the PSS terms and conditions booklet or further information about the PSS, please contact Us.

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 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.

Information about the FCS can be obtained from APRA at fcs.gov.au, or by calling **1300 55 88 49**.

Policy Wording

Sum Insured

The maximum sum insured under this Policy for any one Claim and for all Claims in the aggregate in any Policy Period is \$20 million. This includes Legal Defence Costs. This sum insured is subject to sub-limits as set out below:

Part A – Professional Indemnity Insurance Cover	Amount in the aggregate for any one Claim and all Claims in any one year
Maximum sum insured for Claims including Legal Defence Costs incurred with Our consent and any claimant's legal costs that You have been ordered to pay	\$20 million for Medical Practitioners \$10 million for all other Healthcare Professionals
Part B – Legal Fees and Expenses Cover	Amount in the aggregate for any one Request for Indemnity and all Requests for Indemnity in any one year
	Sub-limits
Division 1 – Cover for disciplinary, coronial and criminal proceedings and investigations	\$500,000
Division 2 – Cover for other actions, Complaints, proceedings and inquiries	\$150,000

Introduction

In consideration of payment by You of the Premium, We will cover You in accordance with the definitions, terms, conditions, sum insured, sub-limits of indemnity, Deductibles, exclusions and endorsements, if any, of this Policy.

Some of the words used in this Policy are specially defined. These words begin with capital letters and their meanings are explained in the definitions section. The headings used in the Policy are included solely for reference and do not in any way amend the terms and conditions of the Policy.

We have relied on information provided by You in the application form and other forms of disclosure in determining whether to enter into this contract of insurance and on what terms. If this information is incorrect, We may be able to reject a Claim or Request for Indemnity, reduce Our liability under the Policy or void this Policy from inception.

How much We will pay

- 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 sum insured.
- 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 and in such cases the sub-limit applies in place of the sum insured. Any sub-limit will be specified in the Policy Schedule or within the clause providing cover.
- The sum insured and any sub-limit are exclusive of the Deductible.
- The sum insured and any sub-limit are inclusive of Legal Defence Costs.
- Nothing in this Policy operates to increase the sum insured or any sub-limit.
- 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 similar or related single acts, errors, omissions or occurrences, will be treated under this Policy as one Claim or one Request for Indemnity.

Part A:

Professional Indemnity Insurance Cover

Part A of the Policy provides professional indemnity insurance cover. You are automatically covered for Part A Division 1 and You can extend Your cover to include the covers in Part A Division 2 by declaring the billings You generated from private practice during the Run-Off Period. If You have Part A Division 3 cover this will be specified on Your Policy Schedule.

1. Division 1 – Unpaid Healthcare

We cover You for amounts which 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 in relation to Unpaid Healthcare provided by You during the Run-Off Period.

2. Division 2 – Healthcare

We cover You for amounts which 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 in relation to Healthcare in private practice provided by You during the Run-Off Period when You have declared to Us the gross billings You generated in the Run-Off Period from Healthcare and where the Healthcare provided was of a type normally associated with Your Category of Practice.

3. Division 3 – Public Patient optional cover

We cover You for amounts which 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 in relation to Healthcare to a Public Patient provided by You during the Run-Off Period where You are not indemnified or entitled to be indemnified by a hospital, area health service, a government scheme, or another person for Public Patient care. You are not covered for any amount for which You are indemnified or entitled to indemnity (other than by this Policy) for Healthcare provided to a Public Patient.

4. Automatic extensions – Part A

4.1 Unpaid Volunteer during extreme activities

We cover You for amounts which 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 in relation to Unpaid Healthcare provided by You during the Run-Off Period as an Unpaid Volunteer during extreme activities.

4.2 Practice Staff of Sole Traders

If You were a Sole Trader cover under clause 2, 4.3, 4.4, 4.5, 4.6, 4.9 and 4.12 is extended to cover Your Practice Staff (but not a Locum) for amounts which they become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against them in the Policy Period for Healthcare they provided during the Run-Off Period. This clause does not apply if You employed or engaged more than 1 fulltime equivalent Practice Staff (not being Administrative Staff) who provided Healthcare to Your patients and/or 3 full-time equivalent Administrative Staff.

Cover extended under this clause:

- (a) excludes Healthcare as defined in sub-clauses 12.11 (b) – (e);
- (b) excludes Claims that arise as a result of Cosmetic Procedures performed by Your Practice Staff;
- (c) only applies if the Claim would be covered by the Policy as if it had been made against You; and
- (d) requires Your Practice Staff to do all of the things that You would have been required to do if the Claim had been made against You.

4.3 Breaches of privacy

We 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 for actual or alleged breaches of privacy or confidentiality, where the act, error or omission occurred in connection with the provision of Healthcare or Unpaid Healthcare provided by You during the Run-Off Period.

4.4 Breaches of consumer protection legislation

We 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 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, where the act, error or omission occurred in connection with the provision of Healthcare or Unpaid Healthcare provided by You during the Run-Off Period.

4.5 Defamation

We 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 by Your patient or Your patient's family for actual or alleged defamation, libel or slander, where the act, error or omission occurred in connection with the provision of Healthcare or Unpaid Healthcare provided by You during the Run-Off Period.

4.6 Telehealth activities

We 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 by Your patient or Your patient's family in relation to You providing Telehealth during the Run-Off Period.

Cover extended under this clause excludes Claims that:

- (a) arise as a result of Telehealth provided to or in respect of a patient who is outside of Australia at the time of the Incident; or
- (b) involve court or other proceedings brought against You in a court or tribunal outside of Australia or involving proceedings brought in a court or tribunal which is applying the laws of another country other than Australia.

4.7 Cover outside of Australia

We 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 in relation to Healthcare or Unpaid Healthcare provided by You outside of Australia during the Run-Off Period, 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 whether continuously or in aggregate; or
- (b) You were participating as a trainee in a Healthcare Training Program for a period of less than 2 years; or
- (c) the act was a Good Samaritan Act, for which You are covered worldwide.

Cover extended under subsections (a) and (b) of this clause excludes Claims that arise as a result of Healthcare or Unpaid Healthcare provided by You in the United States of America ('the 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. This extension does not apply to clause 4.6.

4.8 Clinical Trial cover

We 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 in relation to Healthcare provided by You during the Run-Off Period as a result of Your participation in a Clinical Trial, provided the Clinical Trial is one that does not involve pregnant women, gene therapy, use of stem cells or children under the age of 16 years unless You have advised Us in advance and We have agreed to provide cover.

4.9 Continuous cover

Notwithstanding clause 5.17, We will cover You where:

- (a) You failed to tell Us about an Incident which You knew about or a person in Your position should reasonably have known might result in a Claim or Request for Indemnity; and
- (b) We were the professional indemnity insurer of You at the time You first knew or ought to have known of the Incident; and
- (c) We continued without interruption to be the professional indemnity insurer of You from the time You knew or ought to have known of the Incident to the date of actual notification to Us; and
- (d) the Incident is notified to Us by You under this Policy and the Incident is covered under this Policy; and
- (e) had We been notified by You of the Incident when You first knew of it, You would have been covered under the policy in force at that time; and
- (f) the Incident has not been previously notified to Us.

Our liability under this automatic extension for any one occurrence and in the aggregate for all Claims under this extension shall not exceed the lesser of the sum insured under this Policy, or the sum insured under the previous policy under which the Incident should have been notified.

We may reduce Our liability to the extent of any prejudice We may suffer in connection with Your failure to notify Us as soon as practicable after You first knew of the Claim or circumstance.

4.10 Actions of others

We 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 which arise as a result of any care, treatment, advice, service or goods provided in respect of the physical or mental health of Your patient during the Run-Off Period, that was associated with Your Category of Practice, by:

- (a) another person who You are observing, supervising, mentoring or teaching; or
- (b) 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.

4.11 Severability

The exclusions in clauses 5.3, 5.7, 5.18, 5.19 and 5.21 will not apply to the extent that You did not commit, contribute to, or condone the act, error, or omission, or You had no prior knowledge, provided that a reasonable person in Your position would have had no prior knowledge of the act, error or omission by Your Practice Staff.

4.12 Personally controlled electronic health records

We cover You for amounts for which You become legally liable to pay for civil liability, including Legal Defence Costs, in respect of Claims made against You in the Policy Period which arise as a result of an infringement or alleged infringement of a third party's intellectual property rights arising out of Your (and, if relevant Your Practice Staff's) use during the Run-Off Period of the Personally Controlled Electronic Health Records system, as defined in the *Personally Controlled Electronic Health Records Act 2012 (Cth)*.

5. Exclusions – Part A

There is no cover under Part A of the Policy for any Claim or Legal Defence Costs, which arise out of or in connection with:

5.1 Indemnified Healthcare or Unpaid Healthcare

any Healthcare or Unpaid Healthcare for which You are entitled to be indemnified by Your employer, a hospital, area health service or government scheme or under another policy of professional indemnity insurance.

5.2 Public Patients

any Healthcare or Unpaid Healthcare involving Public Patients.

5.3 Breach of registration or lack of qualifications

any Healthcare or Unpaid Healthcare You provide:

- (a) which was provided when You were not registered as a Healthcare Professional and You were required to be so registered; or
- (b) which is in breach of terms, conditions, undertakings or limitations on Your registration as a Healthcare Professional; or
- (c) where You have not completed the recognised training for or lack the qualifications to provide such Healthcare.

5.4 Legal costs incurred without 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.

5.5 Outside Run-Off Period

Healthcare or Unpaid Healthcare provided outside the Run-Off Period.

5.6 Corporate entity

any corporate practice, collective practice including a partnership or association, unless it is Your Practice Entity

5.7 Sexual, bullying or discriminatory conduct

sexual harassment, sexual misconduct or any form of bullying or discriminatory conduct.

5.8 Public liability

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.

5.9 Property damage

any physical loss of or damage to property, including loss of use of property.

5.10 Injury to employees/contractors

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

5.11 Fines, penalties or punitive damages

any punitive, aggravated or exemplary damages, fines or civil penalties.

5.12 Contractual liability

any Claim under a contract, other than a contract to provide Healthcare or Unpaid Healthcare, except to the extent that liability would have attached in the absence of such a contract.

5.13 Outside Category of Practice

Healthcare or Unpaid Healthcare (except for Good Samaritan Acts and acts in emergency situations) that was not normally associated with Your Category of Practice.

5.14 Outside of Australia

any Healthcare or Unpaid Healthcare provided by You outside Australia, or court or other proceedings that are brought or held outside Australia, except as provided by clause 4.7.

5.15 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 4.10.

5.16 Product liability

the design, manufacture, distribution, promotion or sale of any goods or products.

5.17 Prior or pending Claim or circumstances

any Claim or circumstances, except as provided by clause 4.9, which:

- (a) You knew about or a person in Your position ought reasonably have thought might result in a Claim or allegation being made against You; or
- (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.

5.18 Intoxication

the provision of any Healthcare or Unpaid Healthcare while You are under the influence of an intoxicant, narcotic or other drugs affecting or which may affect neuro-cognitive competence.

5.19 Transmission of 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.

5.20 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) act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense; or
- (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.

5.21 Criminal or dishonest act

any criminal or dishonest act or omission or deliberate or wilful breach of any statute, contract or duty of care by You.

5.22 Breach of duty by employees/contractors

a breach of duty by any of Your employees or contractors except as provided by clause 4.2 or 4.10.

5.23 Radioactive materials

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

5.24 Inappropriate practices

You engaging in inappropriate practice within the meaning of the *Health Insurance Act 1973 (Cth)*.

5.25 Capacity as director, trustee or manager

Your duties or liability as a past or current director, secretary, officer, principal, committee member, manager, trustee, auditor, receiver, treasurer, liquidator, or employee of a body corporate or association.

5.26 Asbestos, pollution or intellectual property

asbestos or pollution or the infringement of any type of intellectual property, except as provided by clause 4.12.

5.27 Defamation

Defamation, except as provided by clause 4.5.

5.28 Clinical Trial

Healthcare You provided within a Clinical Trial, where that trial is not specified on Your Policy Schedule, except as provided by clause 4.8.

5.29 Refund patient fee

a request by a patient to refund fees they have paid to You, or to waive fees due to You.

Part B:

Legal Fees and Expenses Cover

You are automatically covered under Part B for Legal Fees and Expenses that We incur with the Lawyer or Other Person up to the sub-limits specified in Your Policy Schedule for the defence or pursuit of matters arising from Healthcare or Unpaid Healthcare provided by You during the Run-Off Period as set out in Divisions 1 and 2 of Part B when the matter or proceedings are commenced and notified to Us in the Policy Period.

6. Division 1 – Cover for disciplinary, coronial and criminal proceedings and investigations

We cover Legal Fees and Expenses that We incur with the Lawyer or Other Person in relation to:

- (a) defending a prosecution, responding to a commission, inquiry, inquest, investigation or Complaint brought by or before a registration board, tribunal or complaints unit; or
- (b) defending or responding to a criminal inquiry, investigation or proceeding; or
- (c) a coronial inquiry or inquest.

arising from the provision of Healthcare or Unpaid Healthcare by You during the Run-Off Period and commenced and notified to Us in the Policy Period.

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.

7. Division 2 – Cover for other actions, Complaints, proceedings and inquiries

We cover Legal Fees and Expenses that We incur with the Lawyer or Other Person in relation to any of the following actions, Complaints, proceedings and inquiries arising from Healthcare or Unpaid Healthcare provided by You during the Run-Off Period and commenced and notified to Us in the Policy Period:

7.1 Inappropriate practice defence

defending a civil or criminal action or responding to an investigation or Complaint or appearing at an inquiry or interview related to an allegation of inappropriate practice within the meaning of the *Health Insurance Act 1973 (Cth)* and brought or made under that Act (including a Medicare Australia audit or inquiry).

7.2 Health or medical benefit fund defence

defending a prosecution or responding to an inquiry brought by a health or medical benefit fund.

7.3 Appeal pursuit or defence

defending or pursuing an appeal from a judgment in proceedings where cover is provided in Divisions 1 or 2 of Part B where We consider that the appeal has merit and reasonable prospects of success.

8. Automatic extensions – Part B

8.1 Legal Fees and Expenses cover outside of Australia

We cover Legal Fees and Expenses that We incur for You in respect of matters covered by clause 6 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 whether continuously or in aggregate; or
- (b) You were participating as a trainee in a Healthcare Training Program for a period of less than 2 years; or
- (c) the act was a Good Samaritan Act, for which You are covered worldwide.

Cover extended under subsections (a) and (b) of this clause excludes matters that arise as a result of Healthcare or Unpaid Healthcare provided by You or Your practice as a Healthcare Professional in the 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.

8.2 Continuous cover

Notwithstanding clause 9.9, We will cover You where:

- (a) You failed to tell Us about an Incident which You knew about or a person in Your position ought reasonably to have thought might result in a Claim or Request for Indemnity; and
- (b) We were the professional indemnity insurer of You at the time You first knew or ought to have known of the Incident; and
- (c) We continued without interruption to be the professional indemnity insurer of You from the time You knew or ought to have known of the Incident to the date of actual notification to Us; and
- (d) the Incident is notified to Us by You under this Policy and the Incident is covered under this Policy; and
- (e) had We been notified by You of the Incident when You first knew of it, You would have been covered under the policy in force at that time; and
- (f) the Incident has not been previously notified to Us.

Our liability under this automatic extension for any one occurrence and in the aggregate for all Requests for Indemnity under this extension shall not exceed the lesser of the sum insured under this Policy or the sum insured under the previous policy under which the Incident should have been notified.

We may reduce Our liability to the extent of any prejudice We may suffer in connection with Your failure to notify Us as soon as practicable after You first knew of the Incident.

9. Exclusions – Part B

There is no cover under Part B of this Policy for any Complaint or matter which arises out of or is in connection with:

9.1 Legal costs incurred without consent

any Legal Fees and Expenses and related expenses We do not incur on Your behalf or that are incurred by You without Our prior written consent.

9.2 Recovery of money

any action in relation to the recovery of money.

9.3 Sale of business

any dispute 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.

9.4 Director, partner or shareholder

any Complaint, hearing or matter in relation to a dispute between You and Your existing or former partners, associates, or Your fellow shareholders, members or directors.

9.5 Criminal act

a criminal act once You have been found guilty or admitted guilt to a court in a criminal prosecution, but this exclusion does not apply to:

- (a) sentencing; or
- (b) any other claim under Part B Division 1.

9.6 Outside of Australia

any Complaint, hearing or matter that is made or conducted outside of Australia, except as provided by clause 8.1.

9.7 Breach of registration

any Complaint, hearing or matter where You were:

- (a) in breach of terms or conditions on Your registration as a Healthcare Professional; or
- (b) in breach of any undertaking or limitation on Your registration as a Healthcare Professional.

9.8 Outside Policy Period

any Complaint, hearing or matter that is first notified to Us outside of the Policy Period.

9.9 Prior or pending circumstances

any circumstances which might give rise to a Complaint, hearing or matter that You knew about or a person in Your position ought reasonably have thought might result in a Complaint or allegation being made against You which You failed to tell Us about prior to the commencement of this Policy, except as provided by clause 8.2.

9.10 Fines, penalties or compensation

any compensation, damages (including punitive, aggravated or exemplary), fines or civil penalties or repayment or reimbursement to Medicare Australia.

9.11 Asbestos, pollution or intellectual property

a Complaint, hearing or matter that is based on an allegation of loss or damage arising from any of the following:

- (a) asbestos; or
- (b) pollution; or
- (c) infringement of any type of intellectual property.

9.12 Collusion

Complaint, hearing or matter that You solicit or that results from Your collusion with someone else.

9.13 Capacity as director, trustee or manager

Your liability in Your capacity as a past or current director, secretary, officer, principal, committee member, manager, trustee, auditor, receiver, treasurer, liquidator, or employee of a body corporate or association.

9.14 Partnership liability

Your liability as a partner, or former partner, of a partnership.

9.15 Personal injury or property damage

a Complaint, hearing or matter in respect of any type of personal injury (including assault, detention, eviction, prosecution and humiliation) or property damage (including any consequential loss of any kind).

9.16 Public liability

the ownership, use 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 or their contents owned, leased or occupied by You.

9.17 Property damage or Injury to employee

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.

9.18 Unregistered practise

a Complaint, hearing or matter in respect of any Healthcare or Unpaid Healthcare which was performed when You were not registered as a Healthcare Professional and You were required to be so registered.

Conduct of Claims and Requests for Indemnity

- 10.1 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 or Request for Indemnity covered by this Policy without Our prior written consent.
- 10.2 You must notify Us of a Claim or Incident**
- 10.2.1 You must notify Us in writing as soon as practicable of any Claim or Incident, including, but not limited to, an Incident in respect of which:
- You receive a letter from a solicitor indicating dissatisfaction or requesting a patient record; or
 - You are concerned that an Incident has occurred which You think may lead to a Claim or Request for Indemnity.
- 10.2.2 If You do not notify Us of a Claim or Incident as soon as practicable, You may not be covered under this Policy and Your right to indemnity may be prejudiced.
- 10.2.3 To report a Claim or Incident You must notify Us in writing to:
Avant Insurance Limited
PO Box 746 Queen Victoria Building NSW 1230
- 10.2.4 Your notification must include Your details, the details of the Claim or Incident, including the date of the Incident, the patient's name and the details of any Claim or Incident.
- 10.3 Other things of which You must notify Us**
- 10.3.1 You must notify Us in writing as soon as practicable of 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 Australia or the Australian Taxation Office directly relating to Your practice as a Healthcare Professional.
- 10.3.2 If You do not notify Us of the matters set out in clause 10.3.1 above as soon as practicable, You may not be covered under the Policy and Your right to indemnity may be prejudiced.
- 10.4 Conduct of Claims or requests for indemnity**
- 10.4.1 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.
- 10.4.2 We may defend or settle a Claim, Complaint or matter as We think fit.
- 10.4.3 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.
- 10.5 We will appoint the Lawyer or Other Person**
- 10.5.1 We will appoint the Lawyer or Other Person to provide services to Us for the benefit of You. When We appoint the Lawyer or Other Person, We do so in Our own capacity and not as agent for You.
- 10.5.2 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 the Other Person.
- 10.6 The Lawyer's or Other Person's account**
- The Lawyer or Other Person will provide Us with an account for fees, charges, expenses and disbursements reasonably incurred. We will pay the account subject to the limit of Our liability set out in the Policy Schedule and subject to reimbursement by You to Us within 14 days of a request for all or any part of any Deductible under the Policy. In the event that You fail to reimburse Us within 14 days of a request for all or any part of the Deductible, the amount due will become a debt due and payable by You to Us.
- 10.7 We do not accept any responsibility for anything done or not done by the Lawyer or Other Person**
- We do not accept any responsibility for anything done or not done by the Lawyer or Other Person. He or she is not Our agent or employee. We make no representation of any kind about the Lawyer's or Other Person's ability.
- 10.8 You must cooperate**
- 10.8.1 You must cooperate with the Lawyer or Other Person in resolving the Claim or Request for Indemnity in a satisfactory, timely and cost-effective way. In particular, You must:
- give Us and the Lawyer a full and truthful account of the relevant facts;
 - give Us and the Lawyer any relevant information or documents in Your possession that he or she asks for;
 - obtain any other relevant information or documents that You can;
 - execute any documents We or the Lawyer reasonably ask You to; and
 - attend any meetings We or the Lawyer reasonably ask You to.
- 10.8.2 You agree at Your expense to give Us, the Lawyer or Other Person all information, documents and assistance We reasonably required and co-operate fully with Us, the Lawyer or Other Person.
- 10.8.3 You further agree to 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. The Lawyer will keep Us properly informed on all relevant matters.
- 10.9 We are not liable if You do not cooperate with Us and the Lawyer**
- We will not be liable for Legal Fees and Expenses if:
- You do not give Us or the Lawyer adequate instructions; or
 - You do not follow the advice of the Lawyer; or
 - You cause a delay which, in Our or the Lawyer's reasonable opinion, prejudices the outcome of the case.

10.10 You must be reasonable in relation to settlement

Notwithstanding clause 10.4.2 You must not act unreasonably in rejecting a settlement, compromise or an offer of settlement, which We or the Lawyer recommend to You.

10.11 Defending a Request for Indemnity that We want to settle

10.11.1 We may decide not to incur any further Legal Fees and Expenses for pursuing, defending or responding to a Request for Indemnity under Part B if We believe that there are no reasonable grounds for 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 Expenses incurred prior to the date on which We write to You telling You of Our decision.

10.11.2 You may continue pursuing, defending or responding to the Complaint, matter or prosecution. If We subsequently decide to assist You We will appoint the Lawyer to act on Our behalf. After We cease paying the Legal Fees and Expenses, We will only pay You thereafter for Legal Fees and 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.

10.12 Appeals

10.12.1 If You are dissatisfied with any decision by a court or other decision making body and You seek to appeal against that decision, You must seek Our consent to the 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.

10.12.2 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.

10.12.3 If We do not consent to the bringing of an appeal, You may conduct the appeal at Your own expense.

10.12.4 If We decide to appeal against any decision made in a Claim or Request for Indemnity then You must reasonably co-operate with Us in the bringing of such an appeal.

10.13 Claims acceptance

The acceptance of a Claim or Request for Indemnity by Us under this Policy can be subsequently withdrawn if facts come to Our attention that trigger or satisfy a Policy exclusion, or the Policy does not cover the Claim or Request for Indemnity.

Conditions

These conditions apply to Parts A and B this Policy except where otherwise stated in these conditions.

11.1 Loss prevention and mitigation

You must not do, and must ensure that Your Practice Staff, employees or contractors do not do, anything recklessly or wilfully 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.

11.2 Subrogation and other insurance

- 11.2.1 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.
- 11.2.2 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.
- 11.2.3 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.

11.3 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.

11.4 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) were 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.

11.5 You must tell Us Your correct gross billings amount

You must supply Us with an accurate estimate of Your gross billings and tell Us if this estimate changes during the Policy Period. If You fraudulently supply Us with an inaccurate estimate, We are entitled to avoid Your Policy from its inception.

11.6 Payment of Deductible

The following conditions apply to the payment of the Deductible set out by endorsement in Your Policy Schedule:

- (a) You shall bear the amount of the Deductible at Your own risk;
- (b) where We have paid all or any part of any Deductible on Your behalf You must reimburse Us all or any part of the Deductible You owe within 14 days from the date We request payment from You;
- (c) in the event that You fail to reimburse Us in response to a request under (b) above, the sum requested will, at the expiration of 14 days after the request, become a debt due and payable by You to Us; and
- (d) in the event that You fail to reimburse Us in response to a request under (b) above, and if such failure leads to a failure of settlement and to an increase in costs or liability, Our liability under the Policy will not exceed the amount for which the Claim or matter could have been settled up to the date of Your failure or refusal to reimburse all or part of the Deductible.

11.7 Cancellation

- 11.7.1 You may cancel this Policy at any time by notice in writing in which case We will refund the Premium on a pro rata basis, less 2 months' Base Premium (Base Premium does not include government charges or levies). If You have notified an Incident or a Claim, Complaint or matter during the Policy Period there will be no pro rata refund.
- 11.7.2 We may cancel this Policy by giving You 14 days' notice in writing:
- (a) if You have not paid Your Premium within 30 business days of the Policy Period commencing; or
 - (b) in the event that You are paying via instalments and an instalment remains unpaid for over 1 month; or
 - (c) if You are in breach of any of the conditions of this Policy; or
 - (d) for any other reason available to Us under the *Insurance Contracts Act 1984 (Cth)*.

- 11.7.3 If We give notice to cancel the Policy then We must give that notice to You personally, or send it to You by certified mail at 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.

11.8 Premium adjustment

- 11.8.1 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.
- 11.8.2 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.

11.9 **Governing Law**

11.9.1 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.

11.9.2 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.

11.10 **Currency**

All Premiums, Deductibles and limits and other amounts under this Policy are expressed and payable in Australian currency.

11.11 **GST**

The Premium is exclusive of GST. The GST component will be reflected in the Policy Schedule. The limit of sum insured and sub-limits are GST exclusive.

Definitions

12.1 Administrative Staff

A member of Your Practice Staff whose role was restricted to performing clerical, administrative or other similar duties.

12.2 Avant Group

Avant Mutual Group Limited (ABN 58 123 154 898) and its related bodies corporate (as defined in the *Corporations Act 2001 (Cth)*) from time to time.

12.3 Base Premium

The amount payable for Your insurance excluding, instalment fees and government taxes and levies. The Base Premium is specified on Your tax invoice.

12.4 Category of Practice

The Category of Practice which is specified in Your Policy Schedule.

12.5 Claim

A demand for or an assertion of a right to compensation or damages or an intimation of an intention to seek compensation or damages in relation to an Incident which:

- (a) is first made against You during the Policy Period; and
- (b) You tell Us about in writing during the Policy Period.

12.6 Clinical Trial

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

12.7 Complaint

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

12.8 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. It includes non-surgical cosmetic medical procedures and cosmetic surgical procedures.

12.9 Deductible

The Deductible is the sum specified in an endorsement on Your Policy Schedule. You must pay before there is any cover under this Policy.

12.10 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.

12.11 Healthcare

Means:

- (a) any care, treatment, advice, service or goods provided by You in respect of the physical or mental health of a patient that was associated with Your Category of Practice;
- (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 presentation or address or the publication of an article written by You in a newspaper, newsletter or journal to the extent that it provides medical information or medical advice;
- (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 notwithstanding that it is not normally associated with Your Category of Practice; or
- (e) You acting in an administrative capacity, in each case above only to the extent that it is associated with Your Category of Practice

12.12 Healthcare Professional

A person who provides Healthcare. The person must be either:

- (a) a Medical Practitioner; or
- (b) a Health Practitioner; or
- (c) any person who is practising in a recognised healthcare vocation in Australia where he or she is not required to be registered.

12.13 Healthcare Training Program

A training program where You were being supervised or trained as a Healthcare Professional for the purpose of registration, specialist recognition or ongoing education.

12.14 Health Practitioner

A person, other than a Medical Practitioner, who practises a healthcare related vocation and is registered under the laws of the Commonwealth or a State or Territory of Australia to practise that vocation.

12.15 Incident

Any act, error, omission or circumstance in relation to the provision of Healthcare or Unpaid Healthcare that may give rise to a Claim or Request for Indemnity under this Policy.

12.16 Lawyer

The legal practitioner or Other Person contracted by Us to provide legal services to Us in relation to the Policy.

12.17 Legal Defence Costs

The necessary and reasonable costs of investigating, defending or settling a Claim made against You and covered by this Policy.

12.18 Legal Fees and Expenses

The necessary and reasonable fees and expenses incurred in the defence, pursuit, conduct of or response to matters covered by Part B of this Policy.

12.19 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.

12.20 Medical Practitioner

A person registered as a Medical Practitioner under the laws of the Commonwealth or a State or Territory of Australia that provides for the registration of Medical Practitioners.

12.21 Other Person

An accountant, an actuary, an expert witness, a witness as to fact, or any Other Person required to assist Us in any matter covered under this Policy.

12.22 Policy

This Practitioner Indemnity Run-Off Insurance Policy and any documents that form part of it.

12.23 Policy Period

The period of cover specified in Your current Policy Schedule.

12.24 Policy Schedule

The current schedule to this Policy.

12.25 Practice Entity

Any corporate entity that was in the business of providing Healthcare and which was wholly controlled or wholly owned by You.

12.26 Practice Staff

A person engaged or employed by or otherwise who worked for You, other than a Medical Practitioner or Healthcare Professional who was working in the same Category of Practice as You, who was supervised or instructed in their activities by You at the time of an Incident.

12.27 Premium

The amount You are required to pay for insurance cover under this Policy for the full Policy Period specified in Your Policy Schedule. This includes the Base Premium, instalment fees, government taxes and levies. Your Premium is specified on Your tax invoice.

12.28 Public Patient

A person to whom a hospital or area health service has agreed to provide medical care, including medical, nursing and diagnostic services.

12.29 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 Expenses cover or cover under the optional covers.

12.30 Run-Off Period

The period specified in Your Policy Schedule as the Run-Off Period. There may be more than one Run-Off Period.

12.31 Sole Trader

You are a Sole Trader if You were a Healthcare Professional conducting a business (including through Your Practice Entity) and there was no other Healthcare Professional working in the same Category of Practice engaged or employed by or otherwise practising in the business (except for a Locum).

12.32 Student

A person enrolled in a Healthcare Training Program.

12.33 Telehealth

Healthcare or Unpaid Healthcare to, or in respect of a patient who was not in the same place, that used any form of technology, to enable it to be provided, including videoconferencing, internet and telephone.

12.34 Unpaid Healthcare

Any care, treatment, advice, service or goods provided by You in respect of the physical or mental health of a patient and which is restricted to:

- (a) a Good Samaritan Act;
- (b) the writing of a prescription or a referral;
- (c) You providing education, giving an unpaid presentation or address or the publication of an article written by You in a newspaper, newsletter or journal to the extent that it provides medical information or healthcare advice;
- (d) any care, treatment, advice, service or goods provided by You as an Unpaid Volunteer.

In relation to paragraph (b), (c) and (d) You must have only be providing Unpaid Healthcare that was associated with Your Category of Practice.

In the event that the act, error or omission is a result of services provided in (c) above it is not a requirement that there was a patient.

12.35 Unpaid Volunteer

A person who provides Healthcare without expectation or entitlement to payment or other consideration, apart from reimbursement or receipt of reasonable expenses such as airfares, accommodation or meal allowances.

12.36 Us, We, Our

Avant Insurance Limited ABN 82 003 707 471 and AFS Licence 238765.

12.37 You, Your

The Healthcare Professional named as the insured on the Policy Schedule or the insured's Practice Entity.

Category of Practice Guide

General advice

This category guide (the guide) and your insurance policy are issued by Avant Insurance Limited (ABN 82 003 707 471) under Australian Financial Service 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 applies to the Avant Practitioner Indemnity Insurance Policy and Intern/RMO1 Indemnity Insurance Policy and is designed to provide you with information about our categories of practice and details on calculating your gross billings. These two aspects and the state in which you practise directly affect your cover under the Practitioner Indemnity Insurance Policy and Intern/RMO1 Indemnity Insurance Policy and the premium (if any) payable for the policy. For these reasons, it is critical 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
- 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
- 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 our Member Services team 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 possible.

Category of practice changes can be made for a minimum period of three (3) months and you may only make four (4) changes in a 12-month 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 review the FAQs at avant.org.au or contact Member Services on **1800 128 268**.

Gross billings

Gross billings are defined as the total of all billings generated by you from your provision of healthcare for which you require indemnity from us, whether retained by you or not, and before any apportionment or deduction of any expenses and/or tax, during the policy period.

We are also entitled to conduct an audit of your gross billings.

In the event that you declare incorrect gross billings, in addition to any other course of action available to us, you may be required to pay an additional premium and may be liable to refund any previously provided Premium Support Scheme subsidy as a result of incorrect billings being declared.

Please contact us if you need assistance in understanding the categories of practice, if you practise across more than one category, need to update your category or need clarification on calculating your gross billings.

Important notes

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.

Bulk Billing Practice

If you bulk bill Medicare for health care, you should include the total of all amounts received in the bulk billing claim of assignment of benefits, and not just any proportion you receive.

Calculating your gross billings:

Your annual estimated gross billings must include the total of:

1) amounts billed to Medicare before any rebates;	\$
2) 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;	\$
3) 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;	\$
4) payments by individuals, the Commonwealth Department of Veterans Affairs, workers' compensation schemes and third-party and/or vehicle insurers;	\$
5) income earned for the practice of your medical profession carried on outside Australia, if we have agreed to cover that overseas practice;	\$
6) 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 Incentive Program (PIP);	\$
7) 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 only declare your salary or income as this does not reflect the healthcare you provide.	\$
Total	\$

Do not include:

- 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. Whilst we currently offer eighty one (81) 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 through 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.

Whilst 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
- 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
- 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.

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 (TMF indemnified)**
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
 - 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 Member Services on **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 registered with an Australian Medical Board or Council who is 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 the training program
- 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 the training program.

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 consistent with qualifications and experience
- surgical assistance
- volunteer work (such as providing unpaid services to a local sports team) that is consistent with your qualifications and experience.

Excludes:

- private practice in obstetrics or cosmetic treatments.

Doctor in Training category

Doctor in Training

Senior Resident Medical Officer PGY3-5

You are a non-specialist medical practitioner in your 3rd, 4th or 5th postgraduate year employed by a public teaching hospital and indemnified by that hospital.

General Practice Registrar

You are a General Practice Registrar who is enrolled in a training program recognised and approved by the Royal Australian College of General Practitioners (RACGP) for the purpose of training and qualification as a specialist general practitioner; or a doctor working towards FRACGP or FACRRM through the Remote Vocational Training Scheme, after-hours GP work or ACRRM Independent Pathway.

Specialist in Training

You are employed for the purpose of training and qualification as a specialist medical practitioner or enrolled in a specialist training program recognised and approved by the relevant Australian/Australasian college and accredited by the Australian Medical Council.

Hospital Registrar

You are a Hospital Registrar or an unaccredited registrar commencing a training program within two years. You do not have to hold the job title Hospital Registrar to be in this category as long as you meet the definition. **Please note: Hospital registrars who do not intend to enrol in a specialist training program or advanced training program should select another category, such as Career/Hospital Medical Officer.**

International Medical Graduates

If you are an International Medical Graduate, this is your first time practising in Australia, you are under supervision and on

- a) a pathway to FRACGP you may select the Doctor in Training (General Practice Registrar) category
- b) a specialist pathway, you may select the Doctor in Training (Specialist in Training) category.

Includes:

- unlimited private practice:
 - where it forms part of your training program
 - performed outside of your training program (including locum work, after-hours GP work and surgical assistance) that is consistent with your qualifications and experience
- volunteer work (such as providing unpaid services to a local sports team) that is consistent with your qualifications and experience
- research up to three years' duration.

Excludes:

- 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, publically or privately.
- medical practitioners who have previously engaged in private practice as a general practitioner.

General Practice categories

Important notes

Skin cancer medicine

If your skin cancer work is limited to skin cancer checks and small excisions (generally elliptical) 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 skin cancer specialised 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 Mirena, Implanon and Implanon NXT are covered under the General Practice Non-Procedural and General Practice – Procedural Standard categories provided you hold a current training certification.

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 you hold a current training certification.

Surgical assisting

If you perform surgical assisting, where you are not the primary or supervising surgeon, in addition to your non-procedural work, cover is included the General Practice Non-procedural category. If you undertake surgical assisting but do not undertake any other clinical practice you can select the Surgical Assisting category.

Intrapartum obstetrics

If you are a medical practitioner who provides intrapartum obstetrics or caesarean sections you must select the General Practice – Procedural Obstetrics category.

General Practice Non-procedural

You are a specialist 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 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 listing below:

- Botox injections
- dermal rolling, skin needling and Roll CIT
- endovenous laser treatment (EVLT)
- fruit acid peels (superficial only)
- microdermabrasion
- dermal fillers (collagen, Hylaform, Juvederm, Juvederm Voluma, Restylane, Restylane Sub Q and Sculptra)
- photodynamic therapy (PDT) (excluding cosmetic therapy)
- sclerotherapy and microsclerotherapy (excluding applications to the face)
- intense pulse light (IPL) and laser therapy (non-ablative lasers only).

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 the genital area – see General Practice – Procedural Standard
- surgical termination of pregnancy – see General Practice Procedural Non-standard
- cosmetic treatments other than those listed – see Cosmetic Practice – Basic or Cosmetic Practice – Advanced
- skin cancer medicine specialists/skin cancer clinics – see General Practice – Procedural Standard
- intrapartum obstetrics including caesarean section.

General Practice – Procedural Standard

You are a specialist 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:

- bronchoscopy
- caudal epidurals
- chemical peels – superficial only
- circumcision (male only)
- colonoscopy
- core needle biopsies
- curetting or excision of meibomian cysts or chalazion
- dilatation and curettage (D & C)
- dilating salivary gland duct
- egg pick-up
- electrophysiology studies
- endoscopy including upper GI endoscopy
- excisional biopsy or drainage of lymph gland
- frenectomy or frenulectomy
- gastric band adjustments via portacath
- gynoscan for cytological/histological investigation of the endometrium
- hysterosalpingograph
- IV sedation – using benzodiazepines, narcotics and anaesthetic agents such as propofol (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)
- paracentesis
- photodynamic therapy (PDT) (cosmetic application)
- photo rejuvenation
- PRP (Platelet Rich Plasma) injections/therapy (cosmetic applications) – excludes genitalia applications
- PUVA and UVB treatment
- regional anaesthesia – minor regional anaesthesia only (including axillary nerve blocks but excluding spinal or extradural nerve blocks)
- sclerotherapy and microsclerotherapy (including application to the face)
- skin cancer medicine – general practitioners who specialise in skin cancer medicine and/or work in skin cancer clinics
- syringing of tear duct
- vasectomy.

Excludes:

- 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

General Practice – Procedural Non-standard

You are a specialist 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:

- anaesthesia
- appendectomy
- hernia repair
- minor orthopaedic surgery (such as carpal tunnel surgery and knee arthroscopy)
- surgical assistance
- termination of pregnancy (up to 20 weeks gestation only)
- tonsillectomy
- treatment related to ectopic pregnancy
- vasectomy reversal.

Excludes:

- intrapartum obstetrics including caesarean section – see General Practice – Procedural Obstetrics

General Practice – Procedural Obstetrics

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

Includes:

Anything covered under General Practice Procedural Non-standard PLUS:

- intrapartum obstetrics including caesarean section.

Cosmetic Practice categories

Cosmetic Practice – Basic

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.

Includes:

- chemical peels (medium) – papillary dermal peels using peeling agents such as alpha hydroxy acids and augmented trichloroacetic acid solutions
- chemical peels (deep) – reticular dermal peels using peeling agents such as phenol (including Baker-Gordon Phenol formula) and trichloroacetic acid
- dermabrasion
- dermal fillers – Aquamid, Radiesse and Sculptra
- facial implants – Goretex implants
- facial thread lifts including Aptos and Promoitalia threads
- fat injections (related to the facial areas only and not involving any major fat grafts from the body or injections into breasts)
- hair transplants using follicular unit extraction (FUE)
- laser tattoo removal
- laser therapy and laser resurfacing (ablative lasers)
- lipo-dissolving treatments
- scalp reductions (simple central scalp reductions only).

Excludes:

- all cosmetic treatments involving general or tumescent anaesthesia
- all procedures in Cosmetic Practice – Advanced
- intrapartum obstetrics including caesarean section.

Cosmetic Practice – Advanced

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.



Urologists with recognised specialist qualifications performing cosmetic urological procedures must insure in this category.

Includes:

Anything covered under Cosmetic Practice – Basic PLUS:

- abdominoplasty
- blepharoplasty including laser blepharoplasty
- breast reduction, enhancement or augmentation (surgical)
- labiaplasty – only if performed in a day hospital or hospital setting with appropriate emergency equipment
- liposuction/liposculpture
- meloplasty
- otoplasty
- penile lengthening or thickening and cosmetic urological procedures
- rhinoplasty
- scalp reductions.

Excludes:

- cosmetic treatments except those listed in the inclusions
- gender reassignment surgery
- transfer or injection of non-vascularised fat into breast(s)
- phalloplasty unless you are a specialist urologist
- intrapartum obstetrics including caesarean section.

Cosmetic treatments

Cosmetic treatments 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. It includes non-surgical cosmetic medical treatments and surgical cosmetic treatments.'

If you undertake any cosmetic treatments, please ensure that you select the correct category for the procedures you are undertaking.

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 back 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 become eligible for the Run-Off Cover Scheme (ROCS)
- medical practitioners whose AHPRA registration is suspended – if your registration has been suspended you must remain in the category 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
- 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.



Non-specialist doctors who are working in the hospital system until a training position becomes available should choose this category.

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 employed by an Australian defence force service. 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.

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 the genital area – see General Practice – Procedural Standard
- surgical termination of pregnancy – see General Practice Procedural Non-standard
- cosmetic treatments other than those listed – see Cosmetic Practice – Basic or Cosmetic Practice – Advanced
- skin cancer medicine specialists/skin cancer clinics – see General Practice – Procedural Standard
- intrapartum obstetrics or caesarean section – see General Practice – Procedural Obstetrics

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 registration and held their last practising 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 did not hold their last practising insurance policy with Avant.

Other Medical categories (cont'd)

Medico-legal

You are a medical practitioner who practises predominantly 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)
- 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 (refer to definition section of policy wording)
- academic, research and medical administration positions where the position involves activities that relate to medical advice
- director of medicine positions where medical advice is being provided such as 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
- medical administrators who provide reports to hospitals or area health services 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.

Includes:

- gratuitous services only of the type allowed by the practitioner's registration.

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)
- medical practitioners who did not hold their last practising insurance policy with Avant.

Psychotherapy (Non-specialist)

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

Surgical Assistant

You are a medical practitioner who practises as a surgical assistant only, does not act as a primary or supervising surgeon and does 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.

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
- perfusion.

Dermatology

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

Includes:

- blepharoplasty
- Botox
- chemical peels
- dermabrasion
- dermal fillers
- laser resurfacing
- laser tattoo removal
- laser therapy, including laser hair removal
- Mohs surgery
- microsclerotherapy
- sclerotherapy
- thread procedures.

Excludes:

- transfer or injection of non-vascularised fat into breast(s).

Emergency Medicine

You are a specialist emergency physician who practises predominantly in the area of emergency medicine. Includes fellows of the College of Emergency Medicine.

Includes:

- advice and treatment (including procedures) provided in the course of the emergency management of patients.

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 practice 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 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 practice 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 and you practise 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
- spinal implants.

Specialist Non-surgical categories (cont'd)

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
- 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
- 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:

- angiograms
- angioplasty
- electrophysiological studies
- pacemaker and ICD insertion
- 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
- upper GIT endoscopy.

Physician General

You are a specialist general physician who holds FRACP or equivalent recognised qualification and you practice predominantly in general medicine.

Includes:

- specialist in addiction medicine
- specialist sexual health physicians.

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 who holds FRACP or equivalent recognised qualification and you perform only those procedures within the accredited training for orthopaedics or sub-specialty of orthopaedics.

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
- 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.

Specialist Non-surgical categories (cont'd)

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
- 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 FACSP, and your practice takes place either predominantly or exclusively in the area of sports medicine.

Includes:

- intra-articular injections
- compartment pressure testing.

Excludes:

- invasive procedures other than those listed in inclusions.

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
- saline infusion sonography.

Excludes:

- invasive procedures other than those listed in inclusions.

Surgeon categories

Autologous Fat Transfer (AFT) into the breast(s) – *explanatory statement*

Cover is provided for autologous fat transfer into the breast(s) under the Surgeon Plastic and Reconstructive and Surgeon Plastic, Reconstructive and Cosmetic categories only where it forms part of breast reconstruction after mastectomy or trauma or to correct congenital defects such as breast asymmetry. Cosmetic applications are excluded but Avant will consider requests outside of this definition on a case-by-case basis.

If you hold FRACS and require cover for autologous fat transfer into the breast(s) which does not meet the above definition please contact member.underwriting@avant.org.au with the details of your situation.

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 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 Obstetrics and Gynaecology 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
- 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:

- intrapartum obstetrics
- 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 (syrringing, probing) of tear ducts
- punctum snip
- removal of corneal or scleral foreign bodies
- removal of corneal sutures.

Excludes:

- surgical procedures other than those listed in inclusions.

Surgeon categories (cont'd)

Ophthalmology – Procedural

You are a specialist ophthalmologist who holds FRANZCO, FRACS or an equivalent recognised qualification and you practise in ophthalmology.

Includes:

Anything covered under Ophthalmology Non-procedural PLUS:

- cosmetic treatments around the eye
- refractive laser eye surgery
- 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

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 treat the areas of hand, wrist, feet or ankles. If you treat other regions of the body you should select Surgeon Orthopaedic.

Includes:

- orthopaedic surgery to the hand and/or wrist
- orthopaedic surgery to the foot and/or ankle.

Excludes:

- orthopaedic surgery other than to those areas listed in the inclusions – please select Surgeon Orthopaedic.

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 perform only those procedures within the accredited training for oral and maxillofacial surgery.

Excludes:

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

Surgeon Orthopaedic

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.



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

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.



Otolaryngologists performing cosmetic treatments, other than to the face, head and neck, must select Surgeon Plastic, Reconstructive and Cosmetic.

Includes:

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

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.

Autologous Fat Transfer (AFT) into the breast(s) – *explanatory statement*

Cover is provided for autologous fat transfer into the breast(s) under the Surgeon Plastic and Reconstructive and Surgeon Plastic, Reconstructive and Cosmetic categories only where it forms part of breast reconstruction after mastectomy or trauma, or to correct congenital defects such as breast asymmetry. Cosmetic applications are excluded under the Surgeon Plastic and Reconstructive category.

If you hold FRACS and require cover for autologous fat transfer into the breast(s) which does not meet the above definition, please contact member.underwriting@avant.org.au with the details of your situation.

Includes:

- transfer or injection of non-vascularised fat into the breast(s) ONLY as part of breast reconstruction after mastectomy or trauma, or to correct congenital defects such as breast asymmetry.

Excludes:

- procedures for which there is no Medicare item number assigned or for which a Medicare item is assigned but is not claimable
- transfer or injection of non-vascularised fat into breast(s) as a cosmetic enhancement procedure.

Surgeon categories (cont'd)

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.

Autologous Fat Transfer (AFT) into the breast(s) – *explanatory statement*

Cover is provided for autologous fat transfer into the breast(s) under the Surgeon Plastic and Reconstructive and Surgeon Plastic, Reconstructive and Cosmetic categories only where it forms part of breast reconstruction after mastectomy or trauma, or to correct congenital defects such as breast asymmetry. Cosmetic applications are excluded but Avant will consider requests outside of this definition on a case-by-case basis.

If you hold FRACS and require cover for autologous fat transfer into the breast(s) which does not meet the above definition, please contact member.underwriting@avant.org.au with the details of your situation.

Includes:

Procedures which are not claimable from Medicare and aesthetic procedures such as:

- blepharoplasty
- breast augmentation and reduction
- cosmetic penile procedures such as lengthening and thickening
- liposuction
- mastopexy
- meloplasty
- transfer or injection of non-vascularised fat into the breast(s) as part of a breast reconstruction after mastectomy or trauma, or to correct congenital defects such as breast asymmetry.

Excludes:

- transfer or injection of non-vascularised fat into the breast(s) as a cosmetic enhancement procedure, except as outlined in the inclusions above.

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. Urologists who perform such procedures should select Cosmetic Practice – Advanced.

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 practice 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
- physical science technical officers.

Dental categories

Dental General

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

Dental Hygienist

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

This category is suitable for the following roles:

- dental therapist
- dental technician
- 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 Australian Dental Board.



If you hold specialist registration with the Australian Medical Board 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 Australian Dental Board 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
- special needs dentistry.

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