

# Avant Practitioner Indemnity Insurance Policy

This booklet contains the Product Disclosure Statement  
and Category of Practice Guide

# Welcome to Avant

## Thank you for choosing Avant to provide your medical indemnity insurance.

We have relied on the information you have provided us with to make this offer so it is important to let us know of any corrections or changes to this information.

This Product Disclosure Statement (PDS) and policy booklet is designed to assist you in making an informed choice about whether our product meets your insurance requirements. It sets out what we will and won't cover you for, and under what conditions. Please feel free to contact us about anything in these documents.

Some of the words used in this PDS are specifically defined in the Definitions section.

### Who is the insurer?

Avant Insurance Limited ABN 82 003 707 471  
AFS Licence 238 765 is the insurer and the issuer of this (PDS) and the policy.

Avant Insurance Limited is a wholly owned subsidiary of Avant Mutual Group ABN 58 123 154 989.

## Who we cover

We cover you for work that you do as a healthcare professional. If you classify as a sole trader, we will also cover you for your practice staff.

## Type of insurance

This is a claims made and notified policy. This means that you need a current insurance policy to protect yourself against claims made by patients and other third parties at the time the claim is made rather than when the incident leading to the claim occurred.

## What we insure

- Civil liability
- Disciplinary and other matters that occur as part of a claim or request for indemnity
- Choice of optional coverages that you can add to your policy for an additional premium if these are right for you

## What we pay

The most we will pay for any one claim or request for indemnity under this policy, and in aggregate, is the maximum sum insured listed on your policy schedule. Please refer to the sub-limits on page 7 or throughout the policy wording.

# A quick summary of your cover

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The following table summarises the cover provided by our Practitioner Indemnity Insurance Policy. This PDS sets out the full details of the cover and the terms, definitions, exclusions, limitations and conditions that apply.

## Coverage Part A – Civil liability

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Professional indemnity insurance, including legal defence costs, for healthcare provided in the following care settings:

### **Clause 1:**

Unpaid healthcare

for certain specified **unpaid** healthcare activities

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### **Clause 2:**

Healthcare in private practice (optional cover)

for specified **paid and/or private** healthcare activities

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### **Clause 3:**

Public patient care (optional cover)

For healthcare provided to a **public** patient

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## Coverage Part B – Disciplinary and other matters

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### **Division 1**

Cover for disciplinary board, criminal and coronial inquiries and proceedings

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### **Division 2**

Cover for other proceedings and actions

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### **Division 3**

Tax audit and loss of documents

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## Coverage Part C – Communicable disease cover and away from work costs

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### **Clause 12**

Communicable disease cover

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### **Clause 13**

Away from work costs (optional cover)

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# 1. **Key details** about your policy



## What is a Product Disclosure Statement?

**The Product Disclosure Statement (PDS) sets out the cover that is provided by the insurance product. You should read it carefully.**

**This PDS will assist you in making an informed choice about whether this product meets your insurance requirements.**

## Your complete policy

Your complete policy comprises this PDS, any supplementary PDS<sup>1</sup> we have provided to you, as well as your policy schedule.

Your policy is subject to the terms, definitions, exclusions, limitations and conditions contained in these documents.

Your policy is also supported by a number of other documents, including our *Guide to Premiums and Claim Payments* and our *Category of Practice Guide*, which are available on our website. If you require a copy of any of your policy documents or other supporting documents at any time, please contact us and we will provide you with a copy free of charge.

We will issue your policy schedule to you when we receive payment from you. It sets out any special conditions which may apply to you, your policy period, personal details, your professional practice details, sums insured, sub-limits, deductibles, retroactive date and any optional covers.

## Your premium

When calculating your premium we take into account a number of factors, 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 practise;
- your claims history;
- the commencement date of your retroactive cover;
- any specific factor which increases risk; and
- any special discounts or loadings.

The premium we calculate uses these factors to determine the nature of the risk and includes the applicable taxes and government charges. Our *Guide to Premiums and Claim Payments* shows 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. The guide is available on our website at [avant.org.au](http://avant.org.au).

Your policy will come into effect once we have received payment of your premium. If you elect to pay your premium by instalments you will be charged an instalment fee, and your policy will come into effect once we have received your first instalment.

If you pay your premium late, we may reject your payment and you will not be covered under the policy. 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 one month (or more) late.

If there is premium adjustment throughout the policy period which leads to a reduction in premium, we will apply any credit from the adjustment to existing debts before a refund is made to you.

## Your category of practice and gross billings

Please refer to the *Category of Practice Guide* on page 30 for details on how to select your correct category of practice and for detailed information on how to calculate and accurately assess your gross billings. We do not cover healthcare (except for good samaritan acts) that is not normally associated with your category of practice.

It is important you select the correct category of practice and disclose your correct billings in order to be indemnified for all aspects of your practice.

If you fail to do so, we may refuse your 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.

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

In the event that you change your category of practice or 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 the category of practice change or 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.

## Premium Support Scheme

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 Ageing 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 form, a copy of the PSS terms and conditions booklet or further information about the PSS, please contact us.

## 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.

This duty of disclosure applies until the contract is entered into.

You have the same duty to disclose those matters to us before you renew, extend or vary your insurance policy with us.

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.

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).

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# 2. What we cover

# What you're covered for

## How much we will pay

The maximum we will pay under this policy for any one claim and for all claims in the aggregate in any policy period is \$20 million for medical practitioners and \$10 million for all other healthcare professionals. This includes legal defence costs. This amount is subject to sub-limits as set out below:

<b>Coverage Part A – Civil liability</b> Clauses 1-4	Amount in the aggregate for any one claim and all claims in any one policy period
Maximum we will pay 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
<b>Coverage Part B – Disciplinary and other matters</b> Clauses 5-11	Amount in the aggregate for any one request for indemnity and all requests for indemnity in any one policy period Sub-limits
Clauses 5-7	\$1 million
Clauses 8.1-8.10	\$500,000
Clause 8.11 – Statutory liability defence costs	\$250,000
Clause 8.12 Employee, employer or VMO disputes	\$175,000 (subject to joint contribution)
Clauses 8.13-8.14	\$150,000
Clause 8.15 – Removal from proceedings	\$50,000
Clause 9 – Privacy breach fines and penalties	\$250,000
Clause 10 – Tax audit	\$50,000
Clause 11 – Loss of documents	\$250,000
<b>Coverage Part C – Communicable disease cover and away from work costs</b> Clauses 12-13	Amount in the aggregate for any one request for indemnity and all requests for indemnity in any one policy period Sub-limits
The sub-limits set out below are in addition to the sum insured in clauses 1-10.	
Clause 12 – Communicable disease cover	as per your policy schedule
Clause 13 – Away from work costs (optional cover)	
Personal expenses	\$50,000 (\$500 per day)
Interruption to earnings	\$125,000 (\$2,000 per day)

Where more than one sub-limit applies to a claim, the amount payable for the claim under each sub-limit in the aggregate shall not exceed the highest applicable sub-limit.

The sub-limits shall be part of and not in addition to the maximum sum insured under this policy, unless expressly stated otherwise in the policy.

# Where you are covered

## Cover outside of Australia



**As part of your policy, you're automatically covered anywhere in Australia and its territories. So that we know where you practise most of the time, the state listed on your policy schedule should be your primary state of practice. We understand that you may have the opportunity to provide healthcare to people outside of Australia. This part of the policy is designed to cover you in the circumstances below.**

The cover provided in clauses 1-7 (other than clause 4.1(e)) includes healthcare provided by you outside of Australia, 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 in the aggregate; or
- b) you were participating as a trainee in a healthcare training program for a period of less than two years, provided you were only outside of Australia for less than two years in the aggregate; or
- c) the act was a good samaritan act, for which you are covered worldwide.

Notwithstanding subsections (a) and (b) of this section, we exclude matters that arise as a result of 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.

You are not covered for any healthcare provided by you outside Australia, or court or other proceedings that are brought or held outside Australia, except as provided by the above.

## Governing law

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.

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.

# Coverage Part A:

## Civil liability

**This part of the policy is designed to cover the loss you are responsible for to the people that you treat or otherwise come into contact with as a healthcare professional. This is to protect your personal assets and provide legal costs to defend you.**

**The maximum we will pay for any one claim and for all claims in the aggregate in the policy period in Part A is \$20 million for medical practitioners and \$10 million for all other healthcare professionals, unless otherwise stated in the PDS or on your policy schedule.**

### 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.

#### **Optional covers under Part A**

The following optional covers do not apply unless they are specified on your policy schedule:

### 2. Healthcare in private practice

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.

If you have declared private billings as part of your application, cover for healthcare in private practice has been added to your policy.

### 3. Public patient care

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 you provide to a public patient 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.

#### **What you are not covered for:**

We will not cover you for indemnified healthcare that you are entitled to be indemnified for by your employer, a hospital, area health service or government scheme or under another policy of professional indemnity insurance.

### 4. Additional cover under Part A

Your cover under Part A is extended to support you if a claim of the nature below arises.

4.1 We will 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:

- a) **Breaches of privacy**  
for actual or alleged breaches of privacy or confidentiality.
- b) **Breaches of consumer protection legislation**  
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.
- c) **Defamation**  
for actual or alleged defamation, libel or slander.
- d) **Contractual liability**  
as a result of a contract that you entered into in connection with the provision of healthcare.

#### **What you are not covered for:**

We exclude claims which arise from a liability you assume by contract, waiver, guarantee or warranty, unless liability would have attached in the absence of such contract, waiver, guarantee or warranty.

**e) Telehealth activities**

by your patient in relation to you providing telehealth

**What you are not covered for:**

Any claims that:

- i. arise as a result of telehealth provided to or in respect of a patient who is outside of Australia at the time the healthcare was provided; or
- ii. arise as a result of analysing samples and providing a medical opinion, where the sample has been received from a country outside of Australia, unless you fall under the Pathology or Radiology category of practice; or
- iii. arise as a result of analysing results and providing opinions for genomic, embryonic or foetal screening and testing where the sample has been received from a country outside of Australia; or
- iv. involve proceedings brought against you in a court or other body outside of Australia or which apply the laws of a country other than Australia.

**Important note:**

Please contact Member Services if you require cover for telehealth activities not already covered by this policy.

**f) Intellectual property rights**

as a result of an infringement or alleged infringement of a third party's intellectual property rights.

**g) Advice on goods sold**

as a result of negligent advice provided by you during the sale of any goods or products.

**h) Clinical trial cover**

as a result of your participation in a clinical trial.

**What you are not covered for:**

We will not cover you for any clinical trial that involves pregnant women, gene therapy, the use of stem cells or children under the age of 16 years.

**i) Liability for restricting practice**

as a result of you restricting the ability of a medical practitioner to practise medicine where that medical practitioner is required by a training institution or medical board to be supervised, mentored or trained by you in order to obtain or maintain a qualification or registration.

**j) National Disability Insurance Scheme**

as a result of you providing an expert opinion in relation to the condition of an applicant of the National Disability Insurance Scheme.

**k) Reports about others**

as a result of reporting an incident or a healthcare professional to a hospital, area health service or registration body where you were acting in good faith and in the public interest or you were required to do so by law.

We will also cover your continued assistance to the relevant body if the matter proceeds to an investigation or the relevant body requests additional assistance.

**l) Actions of others**

as a result of any care, treatment, advice, service or goods provided in respect of the physical or mental health of your patient, that is associated with your category of practice, by:

- i. another person who you are observing, supervising, mentoring or teaching; or
- ii. 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 section does not indemnify any person who is not insured under the policy.

**4.2 Practice Staff Cover**

If you are a sole trader, cover under clauses 2 and 4.1 (a)-(g) 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 any care, treatment, advice, service or goods provided by them in respect of the physical or mental health of a patient.

Cover extended under this clause:

- a) excludes healthcare as defined in sub-clauses (b)-(e) of the definition of 'healthcare' in section 5;
- 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.

**Sole trader cover for claims against you for acts, errors or omissions of your practice staff**

Where an act, error or omission of your practice staff gives rise to a claim against you under clauses 2 or 4.1 (a)-(g) the exclusions in clauses 14.2, 14.3, 14.4, 14.5 and 14.6 shall not prejudice your right to indemnity provided that you are a sole trader and did not contribute to, condone, or have prior knowledge of the act, error, or omission of your practice staff, or a reasonable person in your position would not have had prior knowledge of the act, error or omission of your practice staff.

Sole trader means you are a healthcare professional conducting a business (including through your practice entity) and there is 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).

## When you are covered under 4.2 Practice Staff Cover

Are you a sole trader?



GP  
(You)



Nurse  
(Practice staff)



GP  
(You)



GP  
(Locum)

**Sole trader**     **Sole trader**

If you answer **YES** to being a sole trader, your practice entity *and/or* practice staff *might* also be covered.



GP  
(You)



GP  
(Other)

**Not a sole trader**

If you answer **NO** to being a sole trader, your practice entity or practice staff are not covered under this policy. If you would like to discuss a **Practice Medical Indemnity Policy**, please contact us.

Do you have cover for your practice entity?



Sole trader  
Owns 100%



Employee  
Owns 0%

**Cover for practice entity**

You have cover for your practice entity if you are a sole trader, and you wholly own **and** wholly control the business.



GP (You)  
Owns 50%



Partner  
Owns 25%



Silent partner  
Owns 25%

**No cover for practice entity**

You do not have cover for your practice entity if you do not wholly own **and** wholly control the business.

Do you have practice staff cover?



GP  
(You)



Nurse  
(Practice staff)



Admin  
(Practice staff)

**Cover for practice staff**

If you are a sole trader, your practice staff have cover for specified healthcare under the policy.



GP  
(You)



GP  
(Other)



Admin  
(Practice staff)

**No cover for practice staff**

If you are not a sole trader, you do not have practice staff cover.

**Important note:**

If you need a Practice Medical Indemnity Policy because you do not fall into the sole trader category and need to cover your practice entity, please contact Member Services on 1800 128 268.

# Coverage Part B:

## Disciplinary and other matters

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**This part of the policy is designed to protect your reputation and ability to practise as a healthcare professional. It covers your legal fees and other expenses for inquiries from a variety of organisations that you are likely to come into contact with as a member of the healthcare industry. Your Avant policy automatically covers you for disciplinary and other matters for all healthcare you provide, including public, private and unpaid healthcare.**

### Division 1

Cover for disciplinary board, criminal and coronial inquiries and proceedings.

We cover you up to \$1 million for legal fees and other expenses that we incur with the lawyer or other person in relation to:

#### 5. Disciplinary board proceedings

Defending or responding to an inquiry or complaint brought before a registration board, tribunal or complaints unit arising from healthcare or your practice as a healthcare professional and which is commenced and notified to us in the policy period.

#### 6. Criminal proceedings

Defending or responding to a criminal inquiry, investigation or proceeding arising from your provision of healthcare, commenced and notified to us in the policy period.

#### 7. Investigations by the coroner or a commission

A coronial inquiry or inquest, or responding to a request from a Royal Commission or Commission of Inquiry, where you are required in your capacity as a healthcare professional, 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.

### Division 2

Cover for other proceedings and actions

8. We cover legal fees and other expenses that we incur with the lawyer or other person in relation to any of the following complaints, proceedings and inquiries, arising from healthcare provided by you, and notified to us in the policy period:

#### 8.1 Medicare audits

cover up to \$500,000 for defending a civil or criminal action or responding to an investigation or complaint and which is related to an allegation of inappropriate practice within the meaning of the *Health Insurance Act 1973* (Cth) and brought under that Act (including a Medicare audit or inquiry).

#### 8.2 Private health fund defence

cover up to \$500,000 for defending a prosecution or responding to an inquiry brought by a health or medical benefit fund.

#### 8.3 Hospital inquiry defence

cover up to \$500,000 for defending an inquiry, investigation or complaint brought against you by a hospital (including any patient care review and medical advisory committees or subcommittees of the hospital) relating to healthcare provided by you to a patient of the hospital.

#### 8.4 Training program disputes pursuit or defence

cover up to \$500,000 for pursuing or defending a complaint that arises from your involvement in a training program approved or recognised by a medical college in which you are involved as a medical student, trainee, supervisor, trainer, assessor, peer or expert reviewer.

#### 8.5 Government, statutory or private authority dispute defence

cover up to \$500,000 for defending a complaint that relates to a dispute with a government department, statutory authority or private authority and relates to your practice as a healthcare professional.

### 8.6 Subpoena for medical records defence

cover up to \$500,000 for defending a subpoena to produce medical records, if you believe in good faith and upon reasonable grounds that there is a reason to challenge the subpoena or the release of medical records pursuant to the subpoena.

### 8.7 Reporting child abuse or neglect defence

cover up to \$500,000 for defending a complaint against you that arises as a result of you reporting (in good faith and on the basis of a reasonable belief) suspected child abuse or neglect to the appropriate authorities.

### 8.8 Personal safety pursuit or defence

cover up to \$500,000 for pursuing or defending a complaint arising in relation to a patient or former patient which relates to or affects the personal safety of you, your family, or your practice staff.

### 8.9 Indemnity dispute pursuit

cover up to \$500,000 for pursuing indemnity from another insurer, your employer, a hospital, area health service, medical college, university or government scheme in respect of any fact, matter or circumstance, if that body or insurer has declined to assist you despite an arrangement or agreement to cover you in the event of a claim or matter in connection with your provision of healthcare.

### 8.10 Appeal pursuit or defence

cover up to \$500,000 for defending or pursuing an appeal from a judgement in proceedings where cover is provided in clauses 5-9 where we consider that the appeal has merit and reasonable prospects of success.

### 8.11 Statutory liability

cover up to \$250,000 for defending a complaint in relation to workplace health and safety law, environmental law or consumer protection law, which occurred in connection with your provision of healthcare.

### 8.12 Employee, employer or VMO disputes

We provide cover in relation to:

- a) defending a complaint that arises as a result of a dispute with your former, current or proposed employee or contracted staff member that relates to the contract or proposed contract under which the employee or staff member was, is or will be engaged, to assist you in your practice as a healthcare professional (including a complaint under anti-discrimination or equal opportunity legislation);
  - b) pursuing or defending a complaint as a result of a dispute with your former, current or proposed employer or any other person by whom you were, are or will be engaged as a healthcare professional that relates to the contract or proposed contract by which you were, are or will be engaged as a healthcare professional (including a complaint under anti-discrimination or equal opportunity legislation); and
  - c) pursuing or defending a complaint relating to a contract or proposed contract between a hospital and you relating to your engagement as a visiting medical practitioner (including a complaint under anti-discrimination or equal opportunity legislation).
- For each claim under this section we will cover a portion of the claim inclusive of defence costs up to \$300,000 based on the following conditions:
- d) We will cover you for the first \$50,000 incurred on the claim.
  - e) We will cover you for half, and you will contribute the other half, of the amount incurred on the claim which is over \$50,000 and up to a limit of \$300,000.
  - f) The maximum amount we will cover under this section is \$175,000 in total, being the first \$50,000 plus half of the next \$250,000.
  - g) You will bear the amount of your joint contribution at your own risk.
  - h) We may require you to pay the joint contribution in clause 8.12e to us before we agree to provide any payments above the first \$50,000 incurred on any claim.
  - i) If you fail to pay your joint contribution in clause 8.12e when requested, the following will apply:
    - i. If additional defence costs are required, we will cap our liability under the policy for the matter at the amount of \$50,000 plus our proportion of any payments paid or due and payable as at the date of your failure to pay your joint contribution; or
    - ii. if the claim is capable of being settled but your failure to pay the joint contribution causes the matter to not be settled, our liability to indemnify you under the policy will be limited to the amount of defence costs incurred up until the date such settlement could have been achieved in accordance with this condition.

### 8.13 Motor licence defence

cover up to \$150,000 for defending a prosecution for a motor vehicle driving offence which arises out of or is directly related to the provision of healthcare where, if convicted, you may lose your driving licence or your driving licence may be suspended.

**What you are not covered for:**

- i. we will not cover you for motor licence defence where we do not believe that the offence is directly related to your provision of healthcare to a patient.
- ii. we will not cover you for any punitive, aggravated or exemplary damages, fines or civil penalties.

### 8.14 Defamation or injurious falsehood pursuit

cover up to \$150,000 for pursuing a complaint against another person who is not a healthcare professional where it is alleged that in the course of your practice as a healthcare professional:

- a) you were defamed by that person; or
- b) you were the subject of an injurious falsehood which resulted in damage or loss to you.

**What you need to pay:**

This cover is subject to the payment of a \$20,000 deductible by you to us, notwithstanding any endorsement on your policy schedule which imposes a deductible less than \$20,000. If your policy schedule contains an endorsement which imposes a deductible that is greater than \$20,000 then that is the deductible amount payable by you under this clause. This deductible is payable in addition to any other excess that might apply under the policy.

### 8.15 Removal from proceedings

cover up to \$50,000 for defending a complaint against you arising from healthcare that another healthcare professional has provided and where you have been included in the complaint due to your association with that healthcare professional.

## 9. Privacy breach fines and penalties

We will provide cover up to \$250,000 in the aggregate for:

- a) defending a complaint by a regulator, government body or authority in relation to a breach of privacy laws which occur in connection with your provision of healthcare;
- b) any monetary fine or penalty, to the extent permitted by law, ordered to be paid by you and notified to us in the policy period, that is as a result of proceedings by a regulatory, government body or authority based on your breach of privacy laws if the breach is directly related to the healthcare you provide.

**What you are not covered for:**

Any monetary fines:

- i. relating to any act, error or omission occurring or committed prior to the retroactive date; or
- ii. imposed where you knew, or reasonably should have known, prior to the policy period that you had violated privacy laws and committed an offence; or
- iii. imposed as a result of further breaches committed after you first knew, or where a reasonable person in the circumstances ought reasonably to have known, that you had violated privacy laws and committed an offence, and which led to the imposition of increased or additional fines; and
- iv. imposed outside of Australia and its territories.

Privacy laws include but are not limited to the *Privacy Act 1988* (Cth) and state and territory privacy laws, as amended from time to time.

## Division 3

### Tax audit and loss of documents

#### 10. Tax audit

We will provide cover up to \$50,000 for accounting fees or legal fees and other expenses that we incur with the lawyer or other person in responding to an audit of you or your practice entity commenced by the Australian Taxation Office during the policy period, and which you tell us about in writing during the policy period.

#### 11. Loss of documents

We will provide cover up to \$250,000 for costs incurred by you to replace or restore documents which have been destroyed or damaged, where such loss or damage is sustained in the policy period whilst the documents are either in transit or in your custody or the custody of any person to whom you have entrusted them in the course of the normal conduct of you providing healthcare, but only when:

- a) such loss or damage is not a result of normal wear and tear, lack of access to electronic data or where you deliberately or wilfully caused the destruction or damage; and
- b) the cost to replace or restore the documents must be supported by bills and accounts which shall be subject to approval by the lawyer.

# Coverage Part C: Communicable disease cover and away from work costs

**We understand that as a healthcare professional, the risks you face are unique compared to other professionals. This part of the policy is designed to protect and assist you in running your practice.**

## 12. Communicable disease cover

We will pay you the amount specified in your policy schedule for communicable disease cover if, as a result of your first being diagnosed with HIV, hepatitis B or hepatitis C during the policy period you:

- a) retire due to disability; or
- b) substantially modify your practice to enable you to continue to practise medicine; or
- c) undergo substantial training or retraining to enable you to continue to practise medicine.

You must notify us of your diagnosis in writing during the policy period.

### **Important note:**

If we pay a request for indemnity under this clause, your communicable disease cover will cease and will not be renewed or reinstated in a subsequent policy period. We will not provide communicable disease cover to you at any time in the future.

### **What you are not covered for:**

You are not covered for any communicable disease:

- i. that you knew you had, or a person in your position ought reasonably to have known, prior to the inception date of communicable disease cover; or
- ii. where you are diagnosed with the disease within three months of the inception date of communicable disease cover.

## Optional extension to Part C:

The following optional cover does not apply unless it is specified on your policy schedule:

## 13. Away from work costs

We will cover you up to \$50,000, at a maximum daily rate of \$500, for your personal expenses, being the reasonable travel and accommodation costs (including motor vehicle expenses), and up to \$125,000, at a maximum daily rate of \$2,000, for your interruption to earnings that you incur during the policy period, if you are compelled to attend, or attend at our request or that of the lawyer, a court, statutory or administrative tribunal, an inquiry, an inquest or an administrative or disciplinary proceeding in respect of a claim or matter covered under clauses 1-7 of your policy. The amount we pay you will be less any input tax credit or adjustment which you are entitled to claim.

We will only reimburse you for your personal expenses upon production of evidence of payment satisfactory to us, unless we have agreed in writing to make a repayment. Expenses for motor vehicle use will be reimbursed at a rate accepted by the Australian Taxation Office for motor vehicle expense claims.

We will pay you for each half day of lost earnings or income at the rates specified as the sum insured for Interruption to Earnings Cover in your policy schedule.

### **What you need to pay:**

A deductible of \$100 applies to each personal expenses request for indemnity, except if there is more than one claim, complaint, hearing or matter that arises from the same act or omission, then only one deductible is payable. This deductible is payable in addition to any other deductible that might apply under the policy.

### **What you are not covered for:**

We will not cover you for any request for Personal Expenses or Interruption to Earnings cover where:

- i. this is for the first day of attendance (interruption to earnings);
- ii. you incur costs, expenses or payments without our prior written consent or where you attend without us or the lawyer requesting you to attend;
- iii. you incur costs for first class, business class, premium economy or overseas travel or accommodation or chartered airfares unless you have first obtained our written approval;
- iv. they are in relation to any claim or request for indemnity you knew about or a person in your position ought reasonably to have thought might result in a request for personal expenses or interruption to earnings prior to the inception date of Away from work costs cover;
- v. interruption to earnings related to personal preparation time;
- vi. you have not provided us with evidence of loss or proof of expenditure satisfactory to us; or
- vii. personal expenses or interruption to earnings are in respect of claims or matters that are not covered under clauses 1-7 of the policy.

# Coverage exclusions

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We will not cover you in connection with:

## 14.1. Prior or pending claim or circumstances

any claim or circumstances which might give rise to a claim or request for indemnity, which:

- a) you knew about or a person in your position ought reasonably have known about and 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.

## 14.2. Breach of registration or lack of qualifications

any healthcare you provide or any complaint, hearing or matter where you:

- a) were not registered as a healthcare professional and you were required to be so registered; or
- b) were in breach of terms, conditions, undertakings or limitations on your registration as a healthcare professional; or
- c) have not completed the recognised training for, or lack the qualifications to provide such healthcare.

## 14.3. Criminal or dishonest act

- a) any claims, any criminal or dishonest act or omission or deliberate or wilful breach of any statute, contract or duty of care by you.
- b) in respect of legal fees and other expenses, a criminal act once you have been found guilty or admitted guilt to a court in a criminal prosecution but this exclusion will not apply to:
  - i. sentencing; or
  - ii. any other request for indemnity under Part B Division 1.

## 14.4. Sexual, bullying or discriminatory conduct

any claims or circumstances under Part A: Civil liability arising from sexual harassment, sexual assault, sexual misconduct or any form of bullying or discriminatory conduct by you.

## 14.5. Intoxication

any claims or circumstances under Part A: Civil liability arising from any breach of duty or obligation whilst you were under the influence of any drug, alcohol, intoxicant, narcotic or illegal substance.

## 14.6. Transmission of contagious disease

any claims or circumstances under Part A: Civil liability arising from 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.

## 14.7. Inappropriate practices

any claims or circumstances under Part A: Civil liability arising from you engaging in inappropriate practice within the meaning of the *Health Insurance Act 1973* (Cth).

## 14.8. Fines, penalties or punitive damages

any punitive, aggravated or exemplary damages, fines or civil penalties, except under clause 9, or repayment or reimbursement to Medicare or any private health fund.

## 14.9. Recovery of money or refund of patient fees

any action in relation to the recovery of money (except as provided by clause 8.12) or a request by a patient to refund fees they have paid to the insured or to waive fees due to the insured.

## 14.10. Sale of business

any request for indemnity 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.

## 14.11. Director and officer liability

any action in your capacity or in respect of your functions or duties as a director, officer, principal, trustee, associate or shareholder.

## 14.12. Contractual liability

any claims or circumstances under Part A: Civil liability arising from any liability that you assumed by contract, waiver, guarantee or warranty, except as provided by clause 4.1(d).

## 14.13. Public and products liability

any claims or circumstances arising from:

- a) 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; or
- b) the design, manufacture, distribution, promotion or sale of any goods or products.

#### 14.14 Injury to employees

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.

#### 14.15 Property damage

any claims or circumstances arising from any physical loss of or damage to property, including loss of use of property.

#### 14.16 Pollution and asbestos

any claims or circumstances arising from pollution or asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion does not apply to any claim or request for indemnity arising from the treatment of a person or persons as a result of an illness or condition in any way involving asbestos.

#### 14.17 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 4.1(l).

#### 14.18 Radioactive materials

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

#### 14.19 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.

#### 14.20 Indemnified healthcare

any claims or circumstances under Part A: Civil liability arising from 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.

#### 14.21 Public patients

any claims or circumstances under Part A: Civil liability arising from healthcare involving public patients, except as provided by clause 3.

#### 14.22 Before retroactive date

Healthcare provided before the retroactive date under Part A: Civil liability.

#### 14.23 Outside category of practice

Healthcare (except for good samaritan acts and acts in emergency situations) that is not normally associated with your category of practice.

#### 14.24 Outside of Australia

any healthcare provided by you outside Australia, or court or other proceedings that are brought or held outside Australia, except as provided for by the "where you are covered" section of the policy.

# General conditions

**These conditions form part of the policy and by accepting the offer of insurance, you agree to comply with the following:**

## 15.1 Loss prevention and mitigation

You must not do, and must ensure that your practice staff, employees or contractors do not do, anything reckless or wilful 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.

## 15.2 Subrogation and other insurance

- 15.2.1 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.
- 15.2.2 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.
- 15.2.3 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.

## 15.3 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.

## 15.4 Risk management

We are entitled to undertake a practice audit, peer review, risk analysis or other investigation of you or your practice when, in our reasonable opinion, such action is required. Your cooperation in any such action is a condition of the cover provided under this policy. If you do not cooperate in such action we may cancel your policy by giving you not less than 14 days' notice in writing.

## 15.5 Cessation of specified clinical activities

- 15.5.1 You must stop providing or conducting or modify the way in which you provide or conduct a particular procedure, treatment or clinical activity if:
- We consider that the procedure or clinical activity poses an unreasonable risk of medical negligence or injury, illness or disability to patients; or
  - a registration board or authority places a condition on your registration that you must not perform a specified procedure, or that you cannot perform a procedure in a particular way.
- 15.5.2 We will provide a minimum of 14 days' notice requiring you to cease carrying out or modify the way in which you carry out any such procedure, treatment or clinical activity. If you do not do so, we may cancel your policy by giving you a further 14 days' notice in writing.

## 15.6 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; and
- b) are 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.

## 15.7 You must tell us your correct gross billings amount

You must supply us with an accurate estimate of your gross billings at the beginning of the policy period. You must tell us if this estimate changes during the policy period.

During the policy period, we are entitled to conduct an audit of your gross billings and we require you to comply with our requests for information to undertake this audit. If we find that the gross billings you declared at the beginning of the policy period were not accurate, we may require you to pay an additional premium. If you intentionally supply us with an inaccurate estimate of your gross billings, we may avoid the policy entirely (that is, we may treat the policy as never being of any force or effect).

## 15.8 Cancellation

15.8.1 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 two months' base premium (base premium does not include government charges or levies). If you pay your premium by instalments you will be charged two months' base premium and we will release you from the obligation to pay the remainder of the premium. If you have notified us of a complaint or claim or facts that might give rise to a claim during the policy period, there will be no pro rata refund. If you pay your premium by instalments you will continue to be charged the premium that you have not yet paid.

15.8.2 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 one month; or
- c) if you are in breach of any of the conditions of this policy including a failure to pay your deductible; or
- d) for any other reason available to us under the *Insurance Contracts Act 1984* (Cth).

15.8.3 If we give notice to cancel the policy then we must give that notice to you personally, or send it to you by 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.

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# 3. How claims work

## Claims made and notified policy

This policy operates on a claims made and notified basis. It covers you for claims of compensation (including legal defence costs) made by patients and other third parties against you and which you notify to us within the policy period when the healthcare giving rise to the claim occurred after the retroactive date.

Every claims made and notified policy has a retroactive date. For a claim to be covered under Part A of the policy, the healthcare you provided which lead to the claim must have occurred after the retroactive date. The retroactive date is a date in the past and could be before the inception of this policy. The retroactive date that you have agreed with us can be found on your policy schedule.

Part B of the policy provides legal fees and other expenses for disciplinary and other matters, tax audit cover and cover for a loss of documents. The clauses require 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 healthcare that occurred prior to the retroactive date; or
- claims against you, or facts that may result in claims against you, notified to us after the end of the policy period; or
- claims made, threatened or intimated 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.

## Cover for your past practice: Retroactive cover

It is important that you have cover in place for the liability you have built up for your past work. This is often referred to as retroactive cover or cover for your 'tail' and provides cover for the period after the retroactive date listed on your policy schedule and before the inception of the policy. We will make an offer of retroactive cover based on your advice to us. It is a requirement of your registration that you have appropriate retroactive cover in place.

You may require this cover if you have:

- had a 'claims made and notified' professional indemnity policy in the past; or
- had periods when you had no professional indemnity cover or were not indemnified by your employer or a government indemnity scheme; or
- had periods when you were uninsured; or
- doubts about the adequacy of the insurance or indemnity cover you hold; or
- undertaken healthcare activities in the past.

### What you are not covered for:

We do not cover you for claims, or facts which may lead to a claim,

- that were previously notified to another insurer or indemnity provider;
- that you declared, or should have declared, in applying for or renewing your policy;
- where healthcare was provided before the retroactive date.

Once you accept the retroactive date on your policy, this will then be provided to you automatically when we issue or renew your policy.

## Continuous cover

If you, before the policy period, first become aware of facts or circumstances that might give rise to a claim or request for indemnity and you decide not to notify us of these facts or circumstances, then, notwithstanding clause 14.1, we will cover you where:

- a) we continued without interruption to be your professional indemnity insurer from the time you knew or ought to have known of the facts or circumstances that might give rise to a claim or request for indemnity to the date you actually notified us;
- b) had you decided to notify us when you first became aware of the facts or circumstances, you would have been covered under the policy in force at that time; and
- c) your decision not to notify us when you first became aware of the facts or circumstances was not fraudulent non-disclosure or fraudulent misrepresentation.

Our liability to indemnify you is limited to the extent we would have been obliged to indemnify you under the terms and conditions of the policy in effect at the time you knew or ought to have known of the facts or circumstances that might give rise to a claim or request for indemnity.

If we are obliged to indemnify you pursuant to this clause, we may reduce our liability to you by the amount of any prejudice we suffer as a result of your decision not to notify us at the time you knew or ought to have known of the facts or circumstances that might give rise to a claim or request for indemnity.

## How much we will pay

- a) 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 maximum sum insured listed on your policy schedule. For communicable disease cover or if you opted to have the away from work optional cover, these sub-limits will be paid in addition to the sum insured.
- b) 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 for that cover. Any sub-limit will be specified in the PDS, the policy schedule or within the clause providing cover.
- c) the sum insured and any sub-limit are inclusive of legal defence costs.
- d) the sum insured and any sub-limit are inclusive of the deductible.
- e) nothing in this policy operates to increase the sum insured or any sub-limit.
- f) 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 related single acts, errors, omissions or occurrences, will be treated under this policy as one claim or one request for indemnity.
- g) where more than one sub-limit applies to a claim, the amount payable for the claim under each sub-limit in the aggregate shall not exceed the highest applicable sub-limit.

## Payment of deductible

When you make a claim under the policy you are required to pay the applicable deductible(s). Unless otherwise stated in the policy schedule, all deductibles are inclusive of defence costs.

If more than one deductible applies to a claim, you are liable to pay each of the applicable deductibles.

We may require you to pay your deductible(s) before we agree to provide any payments or take any steps to provide cover to you under the policy.

If you fail to pay your deductible(s) when requested by us, and this causes a settlement of the claim to fail, and/or increase loss arising from the claim or matter, our liability under the policy will not exceed the amount for which the claim or matter could have settled for up to the date of your failure or refusal to pay the deductible(s).

If you fail to pay your deductible(s) when requested by us, we may cancel the policy. If the policy is cancelled due to non-payment of your deductible(s), there will be no pro rata refund.

## You must notify us of a claim

You must notify us in writing as soon as practicable of any claim. If you do not notify us of a claim as soon as practicable, you may not be covered under this policy and your right to indemnity may be prejudiced.

To report a claim you must notify us in writing to:

**Avant Insurance Limited**  
PO Box 746 Queen Victoria Building NSW 1230.

Your notification must include your details, the details of the claim, including the date the healthcare was provided or the act, error or omission leading to the claim, the patient's name and the particulars of the claim.

## Other things of which you must notify us

You must notify us in writing as soon as practicable of any civil or criminal action, prosecution, inquiry, inquest, investigation or complaint, judgement, appeal or tax audit brought or made by a registration board, tribunal, complaints unit, criminal court, civil court, coronial court, Medicare or the Australian Taxation Office directly relating to your practice as a healthcare professional.

If you do not notify us of the matters set out in the above as soon as practicable, you may not be covered under the policy and your right to indemnity may be prejudiced.

## 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 covered by this policy without our prior written consent.

## Conduct of claims or requests for indemnity

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.

We may defend or settle a claim, complaint or matter as we think fit. 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.

## We will appoint the lawyer or other person

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 an agent for you.

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 other person.

## We do not accept responsibility for 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.

## You must cooperate

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:

- a) give us and the lawyer a full and truthful account of the relevant facts;
- b) give us and the lawyer any relevant information or documents in your possession that he or she asks for;
- c) obtain any other relevant information or documents that you can;
- d) execute any documents we or the lawyer reasonably ask you to; and
- e) attend any meetings we or the lawyer reasonably ask you to.

You agree at your expense to give us, the lawyer or other person all information, documents and assistance we reasonably require and cooperate fully with us, the lawyer or other person.

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.

## We are not liable if you do not cooperate with us and the lawyer

We will not be liable for legal fees and other expenses if:

- a) you do not give us or the lawyer adequate instructions; or
- b) you do not follow the advice of us or the lawyer; or
- c) you cause a delay which, in our or the lawyer's reasonable opinion, prejudices the outcome of the case.

## You must be reasonable in relation to settlement

Notwithstanding that you agree that we have the conduct of a claim or request for indemnity, you must not act unreasonably in rejecting a settlement, compromise or an offer of settlement, which we or the lawyer recommend to you. This includes circumstances if you refuse to make an offer of settlement.

## Defending a request for indemnity that we want to settle

We may decide not to incur any further legal fees and other 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 other expenses incurred prior to the date on which we write to you telling you of our decision.

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 other expenses, we will only pay you thereafter for legal fees and other 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.

## Appeals

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.

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. If we do not consent to the bringing of an appeal, you may conduct the appeal at your own expense.

If we decide to appeal against any decision made in a claim or request for indemnity then you must reasonably cooperate with us in the bringing of such an appeal.

## 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.

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# 4.

## **Other information** you need to know

## 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.

## Making changes to your policy

You must let us know as soon as practicable if:

- your personal details change; or
- you change the services you provide and/or your category of practice; or
- your gross billings change; or
- you require change to your cover; or
- your registration changes or ceases (including if there are any changes, or additions, to any condition, undertaking, notation or endorsement on your registration); or
- you retire from practice; or
- you otherwise become eligible for ROCS.

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 your 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.

## Change in registration status

You must tell us as soon as practicable, and in any event within 14 days, if you are no longer registered as a healthcare professional or if your registration status as a healthcare professional has been changed or you have had conditions or restrictions imposed on your registration as a healthcare professional or such conditions or restrictions are changed or you receive notice that any registration authority intends to change them.

## Premium adjustment

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.

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.

If, after the commencement of your policy, your personal circumstances change so that you will not be providing healthcare for a period in excess of three months during the policy period, we may consider a refund of part of the premium you have paid on a pro rata basis if you apply to us immediately upon any change of circumstances.

## Our dispute resolution process

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](mailto:info@fos.org.au)**

**Web address: [fos.org.au](http://fos.org.au)**

**Mailing address: GPO Box 3, MELBOURNE VIC 3001.**

## 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 Mutual 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 Mutual 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](http://avant.org.au). You can request a printed copy of our privacy policy by contacting us.

## 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 email or by post within 21 days, starting 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, you:

- have made a request for indemnity under the policy; or
- notified us of a claim or of facts that might give rise to a claim.

## 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 [apra.gov.au](http://apra.gov.au) or by calling 1300 55 88 49.

## Run-Off Cover Scheme (ROCS)

ROCS is a Commonwealth Government scheme. It is designed to provide run-off cover free of charge to eligible medical practitioners. Run-off cover is insurance that is maintained to cover claims made against a person after they cease practice. 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 facts notified after you return to practice.

### **Run-off cover prior to eligibility for ROCS**

We may offer run-off cover if you do not meet the eligibility criteria for the ROCS and require run-off cover. You need to contact us to apply for this cover and we will advise whether you meet our underwriting criteria.

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# 5. Definitions

# Definitions

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## Category of practice

The category of practice which is specified in your policy schedule.

## Claim

A demand for compensation or damages in relation to healthcare which:

- a) is first made against you during the policy period; and
- b) you tell us about in writing during the policy period.

## 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.

## Complaint

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

## 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.

## Deductible

The deductible is the amount set out on your policy schedule and/or the sum specified in clause 8.14 and clause 13 which you bear at your own risk in respect of any relevant claim or request for indemnity under this policy.

## Documents

A document of any nature whether written, printed or reproduced by any method including computer records or electronic data but does not include money or negotiable instruments.

## 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.

## Healthcare

Means:

- a) any care, treatment, advice, service or goods provided by you in respect of the physical or mental health of a patient;
- 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 or unpaid presentation or address or providing medical advice or information that is published, including in a newspaper, textbook, journal, video, mobile application or blog;
  - 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; or
  - e) you acting in an administrative capacity,
- in relation to (a), (b), (c), and (e) above only to the extent that it is associated with your category of practice.

## 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.

## Injurious falsehood

A false publication or publications made maliciously by a person or entity which is disparaging of the products, services or business practices of another person or entity.

## Legal defence costs

The necessary and reasonable costs of investigating, defending or settling a claim made against you and covered by this policy.

## Legal fees and other expenses

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

## 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.

## 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.

## Other person

An accountant, an actuary, an expert witness, a witness as to fact, public relations consultant or any other person required to assist us in any matter covered under this policy.

## Patient

A person receiving or due to receive, medical care and/or treatment. This may also include the patient's family.

## Policy

This PDS, Practitioner Indemnity Insurance Policy and the policy schedule.

## Policy period

The period of cover specified in your current policy schedule.

## Policy schedule

The current schedule to this policy.

## Practice entity

Any corporate entity that is in the business of providing healthcare and which is wholly controlled and wholly owned by the insured on the policy schedule.

## Practice staff

A person engaged or employed by or otherwise working for you, other than a medical practitioner, who is supervised or instructed in their activities by you when they provided healthcare.

## 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, any premium for retroactive cover, instalment fees, government taxes and levies. Your premium is specified on your tax invoice.

## Public patient

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

## 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 other expenses cover or cover under the optional covers.

## Retroactive date

The date specified in your policy schedule as the retroactive date. There may be more than one retroactive date. The retroactive date is the date after which the healthcare must have occurred to constitute a valid claim under your policy.

## Sole trader

You are a sole trader if you are a healthcare professional conducting a business (including through your practice entity) and there is 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).

## Telehealth

Healthcare to, or in respect of, a patient who is not in the same place, that uses any form of technology to enable it to be provided, including video-conferencing, internet and telephone.

## Us, we, our

Avant Insurance Limited ABN 82 003 707 471 and AFS Licence 238 765.

## You, your

The healthcare professional named as the insured on the policy schedule and, if that insured is a sole trader, the insured's practice entity.

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# 6. Category of Practice Guide

## General advice

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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

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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](http://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.	\$
<b>Total</b>	<b>\$</b>

### 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](mailto: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](http://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

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## 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:

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- 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:

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- 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:

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- 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

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## Anaesthesia

You are a specialist anaesthetist who holds FANZCA or equivalent recognised qualification in anaesthesia and you practise in your specialty.

### Includes:

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- 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:

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- 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:

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- 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:

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

### Excludes:

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- 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:

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- 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:

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- 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)

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## Radiation Oncology

You are a specialist radiation oncologist who holds FRANZCR or equivalent recognised qualification and you practise in radiation oncology.

### Includes:

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- administration of radiotherapy.

### Excludes:

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- interventional procedures other than radiotherapy.

## Radiology

You are a specialist radiologist who holds FRANZCR or equivalent recognised qualification and you practise in radiology.

### Includes:

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- 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:

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- intra-articular injections
- compartment pressure testing.

### Excludes:

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- 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:

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- amniocentesis
- chorionic villus sampling
- hysterosalpingogram (HSG)
- ovarian cyst aspiration
- saline infusion sonography.

### Excludes:

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- invasive procedures other than those listed in inclusions.

# Surgeon categories

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## **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](mailto: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:**

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- 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:**

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- 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:**

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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:**

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- 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:**

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- 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](mailto: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)

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## 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](mailto:member.underwriting@avant.org.au) with the details of your situation.

### **Includes:**

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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:**

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- 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:**

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- 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

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## 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:

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- 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

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## 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.



# Contact us

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## Australian Capital Territory Office

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## New South Wales Office

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## Queensland Office

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Level 11, 100 Wickham Street,  
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## South Australia Office

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## Tasmania Office

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Suite 4, 147 Davey Street,  
Hobart TAS 7000  
PO Box 895, Hobart TAS 7001  
**Telephone** 03 6223 5400 **Fax** 1800 228 268

## Victoria Office

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Level 2, 543 Bridge Road,  
Richmond VIC 3121  
PO Box 1019, Richmond North VIC 3121  
**Telephone** 03 9026 5900 **Fax** 03 8673 5015

## Western Australia Office

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Level 1, 91 Havelock Street,  
West Perth WA 6005  
PO Box 950, West Perth WA 6872  
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 **1800 128 268**  **avant.org.au**

**Avant Insurance Limited** ABN 82 003 707 471 AFSL 238 765  
A subsidiary of Avant Mutual Group Limited ABN 58 123 154 898

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