

Avant *Practitioner* Indemnity Insurance Policy

Effective January 2023



Dr Paul Scott
Anaesthetist, QLD

This document provides an overview of the cover we provide under the Practitioner Indemnity Insurance Policy from January 2023. For full details of the cover, please refer to the Practitioner Indemnity Insurance Policy Product Disclosure Statement (PDS), which can be provided by one of our local Avant representatives or obtained from the Avant website avant.org.au

Cover is subject to the full terms, conditions and exclusions of the policy.

Key features



Professional indemnity cover

Up to \$20 million cover for compensation claims against you arising from healthcare services you provide as a medical practitioner.



Cover for disciplinary and other matters

Up to \$2 million cover for disciplinary, criminal or coronial proceedings or inquiries arising from healthcare you provide as a medical practitioner.



Statutory fines and penalties

Cover up to \$250,000 for payment of monetary fines and penalties, to the extent permitted by law, for any breaches of workplace health and safety, environmental, consumer protection or privacy laws.



Broad definition of 'healthcare'

We have a broad definition of 'healthcare' to cover you for various services that you provide as a doctor within your category of practice. We provide cover if you provide medical information that is published as part of a textbook, video or mobile app.



Actions of others

We will cover you if the person you are supervising provides healthcare and you are liable, e.g. a nurse administering a vaccine.



Medicare investigations and audits

Cover up to \$2 million for defending a civil or criminal action or responding to a notice, investigation, complaint or audit brought by Medicare.

What you are covered for

Coverage Part A: Civil liability

This part of the policy is designed to cover you 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.

- ✔ **Unpaid healthcare** - we provide cover for healthcare you provide where you are not paid; including acting as a good samaritan, writing a prescription or referral or acting as a volunteer at a sporting event. This is automatic on your policy.
- ✔ **Healthcare in private practice** - if you declare private billings, this will be added to your policy and noted on your Policy Schedule. Cover for 'Healthcare in private practice' provides cover for care, treatment and advice you provide to private patients. We also extend cover to activities such as medical examinations or reports prepared by you at the request of a third party or you providing education or acting in an administrative capacity.
- ✔ **Public patient care (optional)** - if your policy schedule specifies that you have cover for 'Public patient care,' we provide cover for care and treatment you provide to public patients. This is an optional cover and applies where you are not already indemnified or entitled to be indemnified for public patient care. You are automatically covered for disciplinary and criminal and coronal inquiries and proceedings resulting from healthcare provided to public patients.

Under your policy you are also covered up to the policy limit for:

- ✔ Breaches of privacy or confidentiality (4.1a)
- ✔ Breaches of consumer protection legislation (4.1b)
- ✔ Claims that you allegedly defamed another person (4.1c)
- ✔ Contractual liability where the liability would have also attached in the absence of the contract (4.1d)
- ✔ Telehealth activities, such as video conferencing to treat a patient (4.1e)
- ✔ Your infringement of a third party's intellectual property rights (4.1f)
- ✔ Advice you provide on goods sold (4.1g)
- ✔ Your participation in clinical trials (4.1h)
- ✔ Liability for restricting the ability of another doctor to practise medicine (4.1i)
- ✔ Reporting a healthcare professional or incident to the appropriate authority where you are required to by law (4.1j)
- ✔ Claims against you for the care another person you are supervising provides (4.1k)
- ✔ Cover for your practice staff in certain circumstances if you meet the criteria of a sole practitioner (4.2 and see section 'Additional cover included for sole practitioners' for explanation)

Coverage Part B: Disciplinary and other matters

Your Avant policy automatically covers you for legal fees and other expenses for disciplinary and criminal and coronal proceedings and inquiries (including public, private and unpaid healthcare).

We cover you for up to \$2 million for legal fees and expenses relating to disciplinary and other matters such as:

- ✔ **Disciplinary board proceedings** - we provide cover for the legal fees and other expenses that we incur with a lawyer in relation to defending you or responding to a complaint brought before a registration board, tribunal or complaints unit arising from the care you provide or in your capacity as a doctor.
- ✔ **Criminal proceedings** - we provide cover for the legal fees and other expenses that we incur with a lawyer in relation to defending you or responding to a criminal inquiry or proceeding arising from healthcare or unpaid healthcare you provide.
- ✔ **Investigations by the coroner or a commission** - we provide cover for the legal fees and other expenses that we incur with a lawyer in relation to a coronal inquest or responding to a request from a Royal Commission or Commission of Inquiry, where you are required to attend in your capacity as a doctor.

Coverage Part B: Disciplinary and other matters (continued)

You are also covered for:

Sub-limit \$2 million:

- Investigations and audits conducted by Medicare (8.1)
- Inquiries by private health funds (8.2)
- Inquiries by a hospital where you provided care to a patient (8.3)
- Disputes with government, statutory or private authorities (8.5)
- Challenging a subpoena to produce medical records (8.6)
- Defending a complaint against you where you completed a mandatory report (8.7)
- Pursuing or defending a complaint relating to you or your family's safety (8.8)
- Appeal pursuit or defence where we consider the appeal has reasonable prospects of success (8.10)
- Defending your liability arising from particular statutes including privacy, consumer protection, environmental and workplace health and safety laws (8.11)
- Defending a motor vehicle driving offence where it arises from the direct provision of healthcare to a patient in an emergency (8.13)

Sub-limit \$500,000:

- Defending or pursuing a complaint related to a training program (8.4)
- Pursuing indemnity from another provider (8.9)

Sub-limit \$250,000:

- Fines and penalties arising from particular statutes including privacy, consumer protection, environmental and workplace health and safety laws (9)
- Cover for costs incurred to replace or restore documents which have been lost or damaged (11)

Sub-limit \$175,000 (subject to joint contribution):

- Disputes with employees, employers or VMOs (8.12)

Sub-limit \$150,000:

- Pursuing a claim for defamation or injurious falsehood against another person who is not a healthcare professional, subject to a \$20,000 deductible (8.14)

Sub-limit \$50,000:

- Defending you in claims where you did not provide healthcare to a patient (8.15)
- Cover for accounting fees and other expenses we incur if you are required to respond to an audit by the Australian Taxation Office (10)

Coverage Part C: Communicable disease and away from work costs

Additional cover under your practitioner policy:

Communicable disease cover

We will pay you a lump sum, specified on your policy schedule, if you are first diagnosed with HIV, Hepatitis B or Hepatitis C viruses, extremely drug-resistant tuberculosis (XDRTB), multi-drug-resistant tuberculosis (MDRTB) or New Delhi metallo enzyme enterococci (NDM-1) during the policy period and have to retire due to disability, modify your practice or undergo substantial retraining to continue to practise medicine.

Away from work costs (optional)

This optional cover is designed to assist you with the out of pocket expenses or an interruption to your earnings if you have to be away from your ordinary practice to attend a court proceeding or other inquiry in relation to a matter covered by this policy. Please contact us if you would like to add this to your policy.

- Personal expenses – sub-limit \$50,000 (maximum \$500 per day).
- Interruption to earnings – sub-limit \$125,000 (maximum \$2,000 per day). Please note we do not cover first date of attendance.

If you hold a run-off policy, you only have cover for healthcare provided in your run-off period and do not have cover under Part C of the policy.

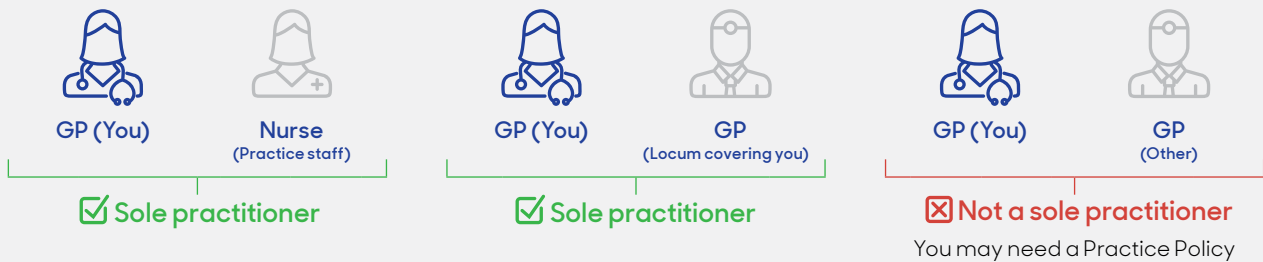
Additional cover included for sole practitioners

Your Practitioner Indemnity Insurance Policy also includes cover for your practice staff and the practice entity in particular circumstances.

There is the potential for legal claims to be brought not only against you for the healthcare you provide, but also against your practice staff or your practice entity. There is cover in your Practitioner Indemnity Insurance Policy for your practice staff (under clause 4.2) and practice entity, if you meet our policy definition of a sole practitioner. It includes cover for civil claims but not cover for your staff for disciplinary and other matters.

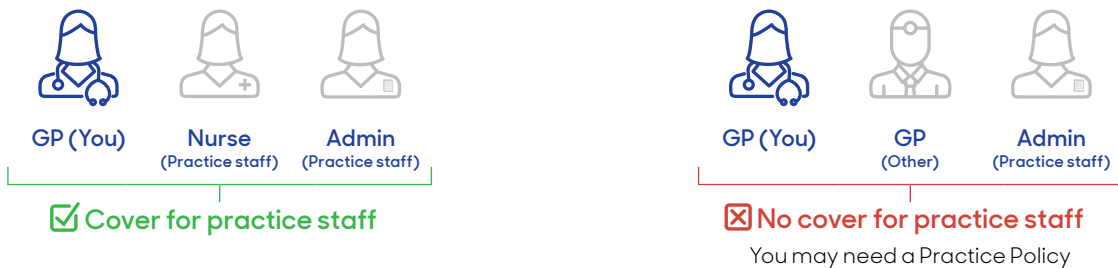
Are you a sole practitioner?

Under the Practitioner Indemnity Insurance Policy we consider you to be a sole practitioner if there is no other healthcare professional in the same specialty as you, employed by or otherwise working in the place where you practice (except a locum). Examples include:



Are you covered for your practice staff?

As a sole practitioner your practice staff have cover for specified healthcare under your Practitioner Indemnity Insurance Policy (refer to page 10 in the policy). Practice staff includes administrative staff but not medical practitioners. Examples include:



Are you covered for your practice entity?

If you are a sole practitioner who also owns and controls the entity where you practice, you have cover for that practice entity under your Practitioner Indemnity Insurance Policy for claims made against the practice entity. If you jointly own the practice with either 1) a spouse, 2) a person that does not provide healthcare at, or is involved in the daily operation of, the practice (e.g. a silent partner), or 3) a trust which you are a beneficiary of; then you also have this cover. Examples include:



Important note: If you are not a sole practitioner you may need a Practice Medical Indemnity Policy to cover your practice entity and actions of your staff. If you have any questions, please contact us on **1800 128 268**.