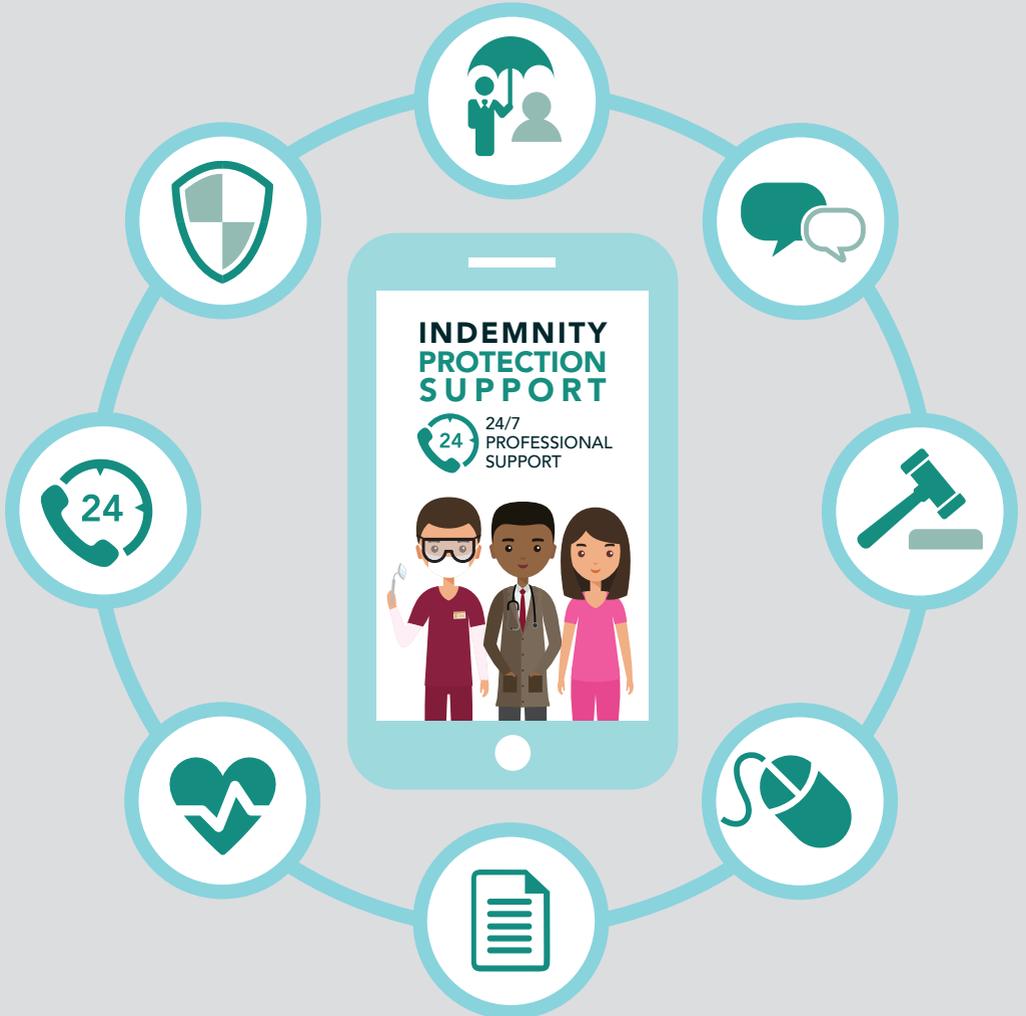


Members' Insurance Covers Handbook

2019/2020



Date of preparation: 2 July 2019

This is a Supplementary Product Disclosure Statement (SPDS) issued by MIPS Limited ABN 64 007 067 281 AFSL 301912.

This SPDS supplements the *Membership Benefits Handbook Combined FSG and PDS* prepared on 8 May 2019. The PDS incorporates the *Membership Classification Guide* and the *Members' Insurance Covers Handbook* both of which were prepared on 8 May 2019.

This SPDS should be read together with the PDS and any other SPDS issued for this PDS. Information in the PDS is subject to change from time to time and any updates can be found at mips.com.au/publications. Paper copies of the *Membership Benefits Handbook*, *Membership Classification Guide* and *Insurance Covers Handbook* and this statement are available on request free of charge by contacting info@mips.com.au

Purpose of this SPDS

The purpose of the *Membership Benefits Handbook Combined FSG and PDS* is to summarise the features and benefits of MIPS membership. The purpose of this SPDS is to update the *Membership Benefits Handbook* and *Insurance Covers Handbook* to:

1. clarify that international students will incur a membership fee.
2. make a correction to the 'Dentists in training' basis description about the limits of cover.
3. make a correction to the 'Gratuitous services outside of Australia' endorsement description.
4. clarify the product liability for dental members who manufacture, distribute or sell products.

International students

In the *Membership Benefits Handbook* on page 2 it states:

An annual membership fee applies for members other than students.

This should read and is replaced with the following:

An annual membership fee applies for practitioners and international students. Membership is free for students enrolled in an AHPRA [approved program of study](http://www.ahpra.gov.au) (see www.ahpra.gov.au) from an Australian Institution that qualifies the graduate for registration as a Medical, Dental or Nuclear Medicine Technologist healthcare practitioner.

Dentists in training

In the *Membership Benefits Handbook* on pages 38 and 39 it states:

Dentist in training applies if you are a general dentist and you have commenced a specialist dental qualification. Cover is provided for additional non-employer indemnified (private) practice outside of your training program, covered under your category, as long as that practice does not constitute more than 50% of your hours worked per week (annualised) and is commensurate with your training, qualifications and experience with appropriate supervision arrangements in place (if applicable).

This basis will exclude non-employer indemnified (private) practice if 'Employer indemnified only' is appended to your basis. This basis is not eligible for the 'Minor cosmetic extension' endorsement.

Members who already hold an Australian specialist qualification are not eligible for the 'Dentist in training' basis.

This should read and is replaced with the following:

Dentist in training applies if you are a general dentist and **you are currently enrolled in an AHPRA approved program of study for dental specialist registration. Cover under this classification is provided for non-employer indemnified (private) practice as long as that practice does not constitute gross billings of more than \$100,000 in a 12 month period and is commensurate with your training, qualifications and experience with appropriate supervision arrangements in place (if applicable).**

This basis will exclude non-employer indemnified (private) practice if 'Employer indemnified only' is appended to your basis. This basis is not eligible for the 'Minor cosmetic extension' endorsement.

Members who already hold an Australian specialist qualification are not eligible for the 'Dentist in training' basis.

Gratuitous services outside of Australia

In the *Membership Benefits Handbook* on page 41 it states:

Gratuitous services outside of Australia is required if you have been approved for an extension of cover for practice outside of Australia to provide gratuitous aid work services to disadvantaged locals. Refer to 'Gratuitous Services' for further information.

- Indemnity insurance cover is capped at 6 calendar months or 184 days (the same as the travel cover)
- Excludes matters within the USA, US territories or where US law applies
- Cover is extended to you and a limit of one employee accompanying you

These dot points are omitted and accordingly this paragraph is replaced with the following:

- Gratuitous services outside of Australia is required if you have been approved for an extension of cover for practice outside of Australia to provide gratuitous aid work services to disadvantaged locals. Refer to 'Gratuitous Services' for further information.

Product liability

In the *Members' Insurance Covers Handbook* on page 11 it states:

We will not insure you:

12.5.7 for any claim, investigation or proceeding arising out of the importation, manufacture, distribution or sale of any product with the exception of prescribing products on the Australian Register of Therapeutic Goods. However, Dental members are covered for the use of products not on the Register that are not required to be to be registered under the Therapeutic Goods Act 1989.

This should read and is replaced with the following:

We will not insure you:

12.5.7 for any claim, investigation or proceeding arising out of the importation, manufacture, distribution or sale of any product, **however we will insure you for:**

- a) **prescribing a product listed on the Australian Register of Therapeutic Goods (ARTG);**
- b) **the manufacture, distribution or sale of a product, including a dental product, if you are a dental practitioner and that product is listed on the ARTG or is a material not required to be registered on the ARTG.**

About this document

This Member's Insurance Covers Handbook should be read in conjunction with the Membership Benefits Handbook Product Disclosure Statement and is an important legal document designed to help you make an informed decision when applying for MIPS membership. You should read this publication before making a decision about joining MIPS.

This publication contains the terms of three insurance policies.

Product disclosure statement

MIPS Members' Indemnity Insurance Policy 3

Product disclosure statement

MIPS Members' Practice Entity Insurance Policy 15

Product disclosure statement

MIPS Members' Personal Accident Policy 26

This publication is issued by Medical Indemnity Protection Society Ltd (MIPS); an Australian Financial Services Licensee (AFSL 301912).

Cover for the MIPS Members' Indemnity Insurance Policy and the MIPS Members' Practice Entity Insurance Policy are provided under separate master insurance policies arranged with MIPS Insurance Pty Ltd (MIPS Insurance) ABN 81 089 048 359 AFSL 247301. Cover for the MIPS Members' Personal Accident Policy is provided by 360 Underwriting Solutions Pty Ltd ABN 18 120 261 270 AFSL 319181 on behalf of Certain Underwriters at Lloyd's.

MIPS Insurance is a wholly owned subsidiary of MIPS and holds an authority issued by APRA to conduct general insurance business.

This *Members' Insurance Covers Handbook* is printed on Revive Pure Silk 100% Recycled and is certified carbon neutral. It is process chlorine free (PCF) manufactured by an ISO 14001 certified mill.

MIPS Members' Indemnity Insurance Policy – Product Disclosure Statement

Date of preparation: 8 May 2019

This policy sets out the terms and conditions on which MIPS Insurance agrees to insure MIPS Members, including student members. Members with MIPS Protections Plus membership are not covered by this policy.

This policy is a Product Disclosure Statement and is designed to help you make an informed decision when obtaining cover under the MIPS Members' Indemnity Insurance Policy underwritten by MIPS Insurance ABN 81 089 048 359 AFSL 247301, which is ONLY available by being a MIPS member. This policy should be read in conjunction with the *Membership Benefits Handbook* Product Disclosure Statement. You should read this publication before making a decision about joining MIPS.

Please note that there are certain words that are specifically defined. They are set out at the end of this policy. Please read the policy carefully and keep it in a safe place together with the most recent Member Benefit Statement issued to you.

About this policy

This policy provides cover for claims arising from any acts, errors, breaches and omissions in your provision of healthcare services. It provides protections for legal claims, such as when you are sued and require legal representation to defend yourself and/or are required to pay compensation. It also provides cover for investigations, proceedings and the legal costs of defence in these matters.

The limit of cover is \$20 million. See section '3. The maximum we will pay under this policy'

This policy is a claims-made policy and will cover you for unknown, previously unreported matters arising from the period back to your retroactive date. Retroactive cover ensures that you have continuous cover for claims which you are currently unaware of that might arise from healthcare services provided by you in previous years.

Payment of the membership fee for MIPS membership includes the cost of this insurance cover. No additional amount is payable. See the *Membership Benefits Handbook* available from mips.com.au/publications for more information.

Your duty of disclosure

Before cover is available under the policy (for the first time and at any renewal, extension, variation or reinstatement) you have a duty at law, that applies until we agree to insure you, to disclose to us anything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and the terms and conditions on which we insure you. Your duty of disclosure does not require you to disclose any matter:

- that diminishes our risk;
- that is common knowledge;
- that we know or in the ordinary course of business ought to know; or
- where we have waived compliance with your duty of disclosure.

If you fail to comply with your duty of disclosure we may be entitled to reduce our liability under this policy (possibly to nil) or cancel your cover or both.

If your non-disclosure is fraudulent, we may be entitled to void your cover under this policy from the beginning.

Cooling off period

You may cancel your MIPS membership within 30 days of membership having commenced (cooling off period), unless you have made an incident notification to, or claim against MIPS, under MIPS Protections or under any of the insurance policies. If you choose to do this the membership fee you paid will be refunded.

Cancellation

The MIPS Members' Indemnity Insurance Policy cover is only obtained through MIPS membership. For details on cancelling your MIPS membership, see the *Membership Benefits Handbook* available from mips.com.au/publications

Disputes

MIPS is committed to dealing openly and efficiently with all member complaints and disputes. If you are not satisfied with our products or services or a decision made in relation to your MIPS membership, please let us know so that we can help. We have developed an internal procedure for this purpose. Access to this process is free.

To help to resolve your complaint effectively and efficiently, follow the compliant and dispute resolution dispute process available at mips.com.au/disputes

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority, an independent external dispute scheme. You can contact AFCA by:

www.afca.org.au

1800 931 678

info@afca.org.au

Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Financial Claims Scheme

This policy may be a 'protected policy' for the purposes of the Federal Government's Financial Claims Scheme (FCS). The FCS is administered by the Australian Prudential Regulation Authority (APRA). We are authorised by APRA. In the unlikely event that an insurer authorised by APRA becomes insolvent, the Federal Treasurer may make a declaration that the FCS applies to that insurer. If the FCS applies you may be entitled to have valid claims paid under the FCS. Access to the FCS is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at www.fcs.gov.au and the APRA hotline on 1300 55 88 49.

Privacy

How we collect, use, hold and disclose information can be found in MIPS' privacy statement available at mips.com.au/privacy

Making a claim

You can make a claim by contacting MIPS:

1800 061 113

claims@mips.com.au

mips.com.au/claim

1. When you are insured

- 1.1 Subject to clause 1.2, we agree to insure you, the MIPS Member, on the terms set out in this policy and your Member Benefit Statement while you are a current member of Medical Indemnity Protection Society Ltd (MIPS).
- 1.2 If your Member Benefit Statement shows that you are a 'MIPS Protections Plus' member, you are not insured under this policy and will have no entitlement to make a claim under this policy.

2. Medical indemnity insurance cover

Healthcare compensation cover

- 2.1 We will indemnify you for any claim made against you:
 - 2.1.1 during the period of insurance and notified to us in the period of insurance but only in relation to claims arising from incidents occurring after the retroactive date.
 - 2.1.2 during the extended reporting period and notified to us in the extended reporting period but only in relation to claims arising from incidents occurring in the period prior to the extended reporting period date and after the retroactive date.
 - 2.1.3 during the run-off cover period and notified to us in the run-off cover period but only for claims arising from incidents occurring in the period prior to the run-off period and after the retroactive date.
- 2.2 We agree to indemnify you for defence costs for any claim covered in clause 2.1 but only if our consent is obtained before any defence costs are incurred.

Cover for investigations and proceedings

- 2.3 We will indemnify you for defence costs for:
 - 2.3.1 proceedings before an administrative tribunal or of an administrative nature; or
 - 2.3.2 disciplinary proceedings including disciplinary proceedings conducted by or on behalf of a professional body; or
 - 2.3.3 an investigation;of healthcare provided by you. We will also cover you for the legal costs you are ordered to pay as a result of any such proceeding or investigation.

- 2.4 We will only agree to indemnify you if the investigation or proceeding referred to in clauses 2.3.1 to 2.3.3 commences:
 - 2.4.1 during the period of insurance and is notified to us in the period of insurance but only for investigations or proceedings arising from incidents occurring after the retroactive date;
 - 2.4.2 during the extended reporting period and is notified to us in the extended reporting period but only for claims arising from incidents occurring in the period prior to the extended reporting period and after the retroactive date; or
 - 2.4.3 during the run-off cover period and is notified to us in the run-off cover period but only for claims arising from incidents occurring in the period prior to the run-off period and after the retroactive date.
- 2.5 We only agree to indemnify you for the defence costs covered in clause 2.3 if our consent is obtained before any costs are incurred.

Cover for practice entity excess

- 2.6 We will also insure you for any excess that is payable for a claim made during the period of insurance under any insurance policy (other than a policy issued by us) that protects a practice entity in which you have a direct financial interest against medical indemnity claims.

3. The maximum we will pay under this policy

- 3.1 The maximum amount we will pay under clauses 2.1 to 2.4, including defence costs, is stated on your Membership Benefit Statement and is either:
 - 3.1.1 \$20 million for any one claim and in the aggregate for all claims notified in the period of insurance or an extended reporting period by you; or \$10 million for any one claim plus an automatic reinstatement to the same value and \$20 million in the aggregate for all claims notified in the period of insurance or an extended reporting period by you if you are required to have an automatic reinstatement to meet AHPRA requirements.
- 3.2 The maximum amount MIPS Insurance will pay under clause 2.6 is \$10,000 for any one claim under such a practice entity policy and \$30,000 in the aggregate for all claims, and for no more than three claims made by you, under such a policy during the period of insurance.
- 3.3 We regard each of the following as one claim:
 - 3.3.1 All claims arising from the provision of healthcare to any one patient.
 - 3.3.2 A claim for healthcare compensation cover or cover for investigations or proceedings or a combination of both, arising from the provision of healthcare to any one patient.
 - 3.3.3 A claim for healthcare compensation cover or cover for investigations or proceedings arising from the provision of healthcare to any one woman and her unborn child/children or newly born child/children.
 - 3.3.4 All claims by one or more claimants arising from any incident or any one series of common incidents in the provision of healthcare.

4. Excess

- 4.1 The Member Benefit Statement states the excess that applies to this policy. This excess is the amount that you must pay for each claim covered under this policy. We do not indemnify you under this policy for that excess. The excess includes defence costs.
- 4.2 Any excess required to be paid must be paid within 21 days of receipt of the request in writing. If you refuse or fail to pay an excess within the required period then MIPS may: take no further action and make no payments in relation to the claim/s reduce its liability to the amount the claim/s could have been settled for at the time up to the time of your refusal/failure to pay an excess.

5. When you have to notify us

- 5.1 You must notify us at the time you first become aware of:
- 5.1.1 any claim made against you;
 - 5.1.2 any investigation or proceeding against you which occurs in the course of, or in connection with, your provision of healthcare;
 - 5.1.3 any incident that may give rise to a claim against you;
 - 5.1.4 any condition or restrictions imposed on you or your practice by registration bodies, your employer, educational bodies, a healthcare facility or supervisor;
 - 5.1.5 any change in your practice or provision of healthcare (that includes amongst others the nature of healthcare you provide or the location in which you provide healthcare);
 - 5.1.6 any claim made against a practice entity in which you have a direct financial interest that has a relevant practice entity policy;
 - 5.1.7 when you cease to be a practitioner or cease to be a healthcare student; or
 - 5.1.8 if you become deregistered or lose your right to practice or to provide particular healthcare services.

6. Cessation of specified clinical activities

- 6.1 It is a condition of this policy that you agree to stop providing or carrying out a particular treatment, procedure or practice in providing healthcare if:
- 6.1.1 we consider that the treatment, procedure or practice poses an unreasonable risk of a claim or incident occurring;
 - 6.1.2 a registration board or specialist college does not endorse such treatments, procedures or practices; or
 - 6.1.3 educational bodies, a healthcare facility, supervisor or your employer does not endorse such treatments, procedures or practices.
- 6.2 We will give you 14 days' notice asking you to stop providing or carrying out the treatment, procedure or practice. You must cease providing or carrying out the treatment when that notice takes effect.

7. If we take over proceedings

- 7.1 We may, if we so decide, take over conduct in your name of:
- 7.1.1 any proceeding in connection with a claim referred to in clause 2.1 and any related proceeding for contribution, indemnity or recovery; and
 - 7.1.2 any investigation or proceeding referred to in clause 2.3.

8. Your duty to co-operate

- 8.1 You must:
- 8.1.1 give us, our investigators and legal representatives all information and assistance they reasonably require; and
 - 8.1.2 co-operate fully with us, our investigators and legal representatives.

9. Consent to settlement

- 9.1 You must:
- 9.1.1 not admit liability for a claim; and
 - 9.1.2 not agree to settle a claim; unless you have our prior written consent.
- 9.2 We will not admit liability for, or settle, any claim against you without your prior consent.
- 9.3 If you refuse to consent to us settling a claim, our liability is limited to the amount we last recommended in settlement plus defence costs incurred to the date we recommended settlement of the claim to you.

10. Subrogation

- 10.1 We will be subrogated to all rights of indemnity and also of contribution and recovery relating to a payment we make under this policy. You agree not to surrender any such right, including a right to indemnify or settle any claim to which we have been or may be subrogated, other than with our prior written consent.

11. Cancellation

- 11.1 We may cancel cover under this policy by giving you 30 days' written notice to your last notified address if:
- 11.1.1 at any time you have failed to comply with your duty of disclosure; or
 - 11.1.2 prior to entering into this policy you made a misrepresentation to MIPS upon which we relied; or
 - 11.1.3 you failed to comply with a provision of this policy including any provision of this policy which requires you to notify us of any claim, incident or investigation; or
 - 11.1.4 you have made a fraudulent claim under this policy; or
 - 11.1.5 you are paying your MIPS membership fee by instalments and at least one instalment has remained unpaid for a period of one month; or
 - 11.1.6 any other reason prescribed by the *Insurance Contracts Act 1984*.

- 11.2 You may cancel cover under the policy from the beginning by resigning your membership of MIPS within 30 days of the beginning of your period of MIPS membership (cooling-off period), unless you have made a claim under the policy during that time.
- 11.3 If you exercise your right to cancel your cover under the policy under clause 11.2, the membership fee you paid will be refunded.
- 11.4 You may cancel cover under the policy after the cooling-off period, by providing written notice of your membership resignation to MIPS at the address set out in the PDS.
- 11.5 If cover under this policy is cancelled by us or by you after the cooling-off period we will refund that part of the membership fee you paid that represents the unexpired period of your membership, less an administration fee of 20% of your membership fee or \$50, whichever is greater. This means that if the amount paid for the unexpired period of your membership is \$500 (not including GST and other government charges), the cancellation administration fee will be \$100 (20% x \$500). If you pay your membership fee by direct debit instalments, you must pay any outstanding amount when the cancellation becomes effective.

12. What we do not insure

- 12.1 We will not indemnify you under this policy for any claim for or arising out of or in connection with:
 - 12.1.1 the provision of healthcare that is not included in your membership category, basis or specifically endorsed and stated on your Member Benefit Statement; or
 - 12.1.2 business-related issues or incidents that are not directly related to your provision of healthcare; or
 - 12.1.3 your provision of healthcare as an employee, except when you were an employee of:
 - (a) a healthcare provider practice company in which you hold shares beneficially; or
 - (b) a healthcare provider in private practice or a healthcare provider practice company and you bill the patient in your personal capacity and for your own benefit and the claim or incident arises from your personal act, error or omission; or
 - (c) an entity or organisation approved in writing by MIPS Insurance.
 - 12.1.4 provision of healthcare by another person where that person was providing healthcare as:
 - (a) your partner in a healthcare provider practice; or
 - (b) a member or director in a healthcare provider practice company of which you are also a member or director.
 - 12.1.5 provision of healthcare by registrars, attachments, placements or trainees unless they were acting:
 - (a) under your appropriate and adequate direct supervision; and
 - (b) reasonably within the terms of their placement and protocols of the practice; or
 - 12.1.6 the provision of alternative or complementary healthcare not provided in accordance with relevant RACGP, AHPRA healthcare board and/or regulatory body, and/or Medicare requirements, guidelines and standards.

- 12.2 We will not insure you:
 - 12.2.1 if you are not registered to practice; or
 - 12.2.2 for any healthcare provided by you when:
 - (a) you do not have appropriate registration for the provision of that healthcare; or
 - (b) you are in breach of any condition or restrictions imposed on you or your practice by any registration body, your employer, any educational body, a healthcare facility or supervisor.
- 12.3 We will not indemnify you as a student member under this policy for any claim for, or arising out of, or in connection with:
 - 12.3.1 the provision of healthcare:
 - (a) that is not included in the MIPS Healthcare membership category; or
 - (b) in any capacity other than as a student, trainee or observer; or
 - (c) provided other than under the appropriate supervision of a registered healthcare practitioner.
- 12.4 We will not indemnify you under this policy for any claim for or arising out of or in connection with:
 - 12.4.1 An incident that occurred during the period of insurance and reported when you were not a current member of MIPS; or
 - 12.4.2 the provision of healthcare outside of Australia or its territories, unless agreed in writing by us; or
 - 12.4.3 proceedings brought against you outside Australia or under, or to apply to enforce, any law other than Australian law; or
 - 12.4.4 your transmission of a notifiable contagious disease or virus with which you were infected; or
 - 12.4.5 your provision of services to a pharmaceutical company; or
 - 12.4.6 war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, but this exclusion does not apply to the provision of healthcare services to persons injured in the course of any such war, invasion, act of foreign enemy, hostilities, rebellion, revolution, insurrection or military or usurped power; or
 - 12.4.7 ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component thereof, but this exclusion does not apply to the provision of healthcare services to any person injured as a result of exposure to any such radiation, contamination or properties, or to the use of radioactive materials in the ordinary course of radiotherapy, radiology or nuclear medicine; or
 - 12.4.8 an act or threat of terrorism, but this exclusion does not apply to the provision of healthcare services to any person injured as a result of any such act or threat; or

- 12.4.9 asbestos, asbestos fibres or derivatives, including the inhalation or fear of inhalation or exposure to any of these, or cleaning up, removing, treating, controlling, storing or dispensing of any of these, but this exclusion does not apply to the provision of healthcare services to any person who has symptoms or signs, whether actual or alleged, as a result of any exposure to asbestos, whether directly or indirectly; or
 - 12.4.10 an incident that occurred before your period of insurance that was known to you or could or should have been known to you or was notified to another insurer or medical or dental defence organisation before the period of insurance commenced; or
 - 12.4.11 an incident relating to the provision of healthcare where you did not hold the appropriate training, qualification and/or experience to provide the healthcare or practised without required supervision.
- 12.5 We will not insure you:
- 12.5.1 if you are entitled to indemnity under a previous policy with us or indemnity from any other person or entity or have the benefit of an indemnification arrangement with a healthcare defence organisation, government agency, education provider or employer, or under any other undertaking now or in the future; or
 - 12.5.2 for any circumstances notified to a previous insurer or indemnifier or that could or should have been notified by you to a previous insurer or indemnifier; or
 - 12.5.3 if you continue to use or carry out a treatment, procedure or practice for longer than 14 days after you have received notice from us asking you to stop providing or carrying out the treatment, procedure or practice; or
 - 12.5.4 for any liability you have:
 - (a) to refund any fee charged to the patient;
 - (b) to pay monies relating to any fee charged to the patient;
 - (c) to pay a fine, civil or criminal penalty; or
 - (d) to pay punitive, aggravated, additional or exemplary damages.
 - 12.5.5 for any claim, investigation or proceeding arising because, and only because, the person is related to you as an employee or as an agent; or
 - 12.5.6 for any liability arising out of or relating to the ownership, use of, occupation or state of any premises and which is not directly related to the provision by you of healthcare; or
 - 12.5.7 for any claim, investigation or proceeding arising out of the importation, manufacture, distribution or sale of any product with the exception of prescribing products on the Australian Register of Therapeutic Goods. However, Dental members are covered for the use of products not on the Register that are not required to be registered under the *Therapeutic Goods Act 1989*.
 - 12.5.8 for any claim, investigation or proceeding arising out of or connected with the unlawful sale, supply, use or application of a prohibited substance; or
 - 12.5.9 for any claim, investigation or proceeding alleging or arising out of dishonesty or fraud; or

- 12.510 for any claim, investigation or proceeding arising from or relating the loss of, damage to, or the failure to properly protect the security of, electronic or hard copy medical records; or
- 12.511 for any claim, investigation or proceeding arising out of or connected with any actual or alleged sexual harassment, sexual misconduct or unlawful discrimination by you. However, if it has been alleged that you sexually harassed, sexually misconducted yourself in relation to, or unlawfully discriminated against a person in the course of, or in connection with, your provision of healthcare and:
- (a) you deny the allegation or allegations; and
 - (b) you have not been criminally charged in relation to the allegation or allegations; and
 - (c) until there has been a court or tribunal finding against you in relation to the allegation or allegations
- we will cover the defence costs you incur in any disciplinary proceeding, proceeding before an administrative tribunal, inquiry or investigation, but only if you have obtained our consent to incur the costs before you incur them.
- 12.512 for libel, slander or defamation or an allegation of plagiarism or falsification; or
- 12.513 for any claim, investigation or proceeding that relates to the importation, manufacture, distribution or sale of naltrexone implants or any treatment, procedure or practice relating to naltrexone implants, but not:
- (a) for any treatment, procedure or practice completed within an accredited research setting; or
 - (b) if we have notified you in writing that this exclusion does not apply; or
- 12.514 for any claim, investigation or proceeding that relates to vaginal or external genital surgery that:
- (a) does not meet the standard set down by the Royal Australian and New Zealand College of Obstetrics and Gynaecology; or
 - (b) is provided to a person under 18 years of age, other than in a public hospital.

13. Definitions in this policy:

- 13.1 **Claim** means a claim or demand of any kind (whether or not involving legal proceedings) for damages or compensation in relation to an incident.
- 13.2 **Defence costs** means legal costs, disbursements and related expenses reasonably and necessarily incurred in relation to claims, investigations or proceedings covered by clauses 2.1, 2.2 or 2.3 and include costs incurred in:
- 13.2.1 any claim, investigation or proceeding; or
 - 13.2.2 prosecuting any proceeding for indemnity contribution or recovery; or
 - 13.2.3 investigating, avoiding, reducing or settling any claim.
- 13.3 **Extended reporting period** means the extended reporting period, if any, set out on your Member Benefit Statement.
- 13.4 **Healthcare** means:
- 13.4.1 any care, treatment, advice, service or goods provided for the physical or mental health of a person; and
 - 13.4.2 any report or opinion provided by you (and any examination for the purpose of preparing such report), other than for the purposes of treatment, which has been requested by a third party such as a lawyer, insurer or statutory body;
for which you hold appropriate AHPRA registration, qualifications, training and experience.
- 13.5 **Incident** means any act, omission or circumstance that occurs in the course of, or in connection with, the provision of healthcare by you or by your nursing or administrative staff acting under your instruction, direction or supervision and includes an incident that is claimed to have occurred.
- 13.6 **Investigation** means an investigation, inquiry or disciplinary proceeding conducted by a coroner, any health industry ombudsman, a health practitioners' registration board or by any other regulatory body or professional association, but does not include a criminal prosecution.
- 13.7 **Member Benefit Statement** means the most recent statement referencing this policy issued to the MIPS Member.
- 13.8 **MIPS Insurance/Us/We/Our** means MIPS Insurance Pty Ltd ABN 81 089 048 359.
- 13.9 **Period of insurance** means the Membership Period in your Member Benefit Statement.
- 13.10 **Policy** means all documents that provide terms, conditions, definitions, exclusions, endorsements or extensions and include this policy wording, any amendments to this wording, such as any endorsements issued by us, and your Member Benefit Statement.
- 13.11 **Practitioner** means an individual who practices a healthcare vocation and is a member of the Medical Indemnity Protection Society. Your Member Benefit Statement will record whether you are a medical or dental practitioner or other category of member for the purposes of this policy.
- 13.12 **Premium** means the premium amount paid by MIPS for your cover.

- 13.13 **Prohibited substance** means drugs or compounds banned by a regulatory agency or where use is illegal or when used at a level of illegal concentrations.
- 13.14 **Retroactive date** means the retroactive cover date on your Member Benefit Statement.
- 13.15 **Run-off cover period** means the run-off cover period, if any, in your Member Benefit Statement.
- 13.16 **Student Member** means a member of MIPS in the Healthcare Student membership category.
- 13.17 **You/Yours or MIPS Member** mean any person who is, or during the period of insurance, becomes a member of MIPS and holds a current Member Benefit Statement for this policy.
- 13.18 The singular includes the plural and the male gender includes the female, and vice versa.

14. Contact details

MIPS

1800 061 113

info@mips.com.au

claims@mips.com.au

PO Box 24240 Melbourne, VIC 3001

MIPS Members' Practice Entity Insurance Policy – Product Disclosure Statement

Date of preparation: 8 May 2018

This MIPS Members' Practice Entity Insurance Policy (Practice Entity Policy) sets out the terms and conditions on which MIPS Insurance agrees to insure MIPS Members who meet the practice entity eligibility criteria. Student members and members with MIPS Protections Plus membership are not covered by this policy.

This Product Disclosure Statement is designed to help you make an informed decision when obtaining cover under the Practice Entity Policy underwritten by MIPS Insurance ABN 81 089 048 359 AFSL 247301, which is ONLY available by being a MIPS member. This policy should be read in conjunction with the *Membership Benefits Handbook* Product Disclosure Statement. You should read this publication before making a decision about joining MIPS.

Please note that there are certain words that are specifically defined. They are set out at the end of this policy. Please read the policy carefully and keep it in a safe place together with the most recent Member Benefit Statement issued to you.

About this policy

The policy provides cover for claims arising from the provision of healthcare services in connection with your practice's business operations, for example the acts, errors and omissions of your reception staff or assistants. This includes civil liability where your practice is ordered to pay compensation and legal defence/representation costs.

This policy is a claims-made policy and will cover you for unknown, previously unreported matters arising from the period back to your retroactive date. Retroactive cover ensures that you have continuous cover for claims which you are currently unaware of that might arise from health care services provided by you in previous years. This MIPS Members' Practice Entity Insurance Policy provides cover for up to \$20 million. See section 5 for the 'Maximum we will pay'.

Cover for practitioners that are required to be registered with AHPRA, eg nurses, doctors, physiotherapists, are excluded from this policy. See section 15.14 for a definition of practice staff.

Payment of the membership fee for MIPS membership includes the cost of this insurance cover. No additional amount is payable. See the *Membership Benefits Handbook* available from mips.com.au/publications for more information.

Eligibility criteria

To be eligible for cover under the Practice Entity Policy, you must be a current MIPS member (no cover applies if your Member Benefit Statement shows that you are a 'MIPS Protections Plus' member or you are a student member) and your practice entity must fit one of the following scenarios:

- you are a sole practitioner and only shareholder of your practice company (ie you own 100%);
- MIPS Members hold the majority of ownership in the company or partnership AND where those practitioners undertake the majority of healthcare provided in the practice; or
- an entity or practice structure approved by MIPS.

See section 15.13 for detail. See the *Membership Benefits Handbook* or go to mips.com.au/PracticeEntity for an example of an eligible practice.

Your duty of disclosure

Before cover is available under the policy (for the first time and at any renewal, extension, variation or reinstatement) you have a duty at law to disclose to us anything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and the terms and conditions on which we insure you. Your duty of disclosure does not require you to disclose any matter:

- that is common knowledge
- that we know or in the ordinary course of business ought to know
- where we have waived compliance with your duty of disclosure
- that diminishes our risk.

If you fail to comply with your duty of disclosure we may be entitled to reduce our liability under this policy (possibly to nil) or cancel your cover or both.

If your non-disclosure is fraudulent, we may be entitled to void your cover under this policy from the beginning.

Cooling off period

You may cancel your MIPS membership within 30 days of membership having commenced (cooling off period), unless you have made an incident notification to, or claim against MIPS, under MIPS Protections or under any of the insurance policies. If you choose to do this the membership fee you paid will be refunded.

Cancellation

The MIPS Members' Indemnity Insurance Policy is only obtained through MIPS membership. For details on cancelling your MIPS membership, see the *Membership Benefits Handbook* available from mips.com.au/publications

Disputes

MIPS is committed to dealing openly and efficiently with all member complaints and disputes. If you are not satisfied with our products or services or a decision made in relation to your MIPS membership, please let us know so that we can help. We have developed an internal procedure for this purpose. Access to this process is free.

To help to resolve your complaint effectively and efficiently, follow the complaint and dispute resolution dispute process available at mips.com.au/disputes

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority, an independent external dispute scheme. You can contact AFCA by:

www.afca.org.au

1800 931 678

info@afca.org.au

Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Financial Claims Scheme

This policy may be a 'protected policy' for the purposes of the Federal Government's Financial Claims Scheme (FCS). The FCS is administered by the Australian Prudential Regulation Authority (APRA). We are authorised by APRA. In the unlikely event that an insurer authorised by APRA becomes insolvent, the Federal Treasurer may make a declaration that the FCS applies to that insurer. If the FCS applies you may be entitled to have valid claims paid under the FCS. Access to the FCS is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at www.fcs.gov.au and the APRA hotline on 1300 55 88 49.

Privacy

How we collect, use, hold and disclose information can be found in MIPS' privacy statement available at mips.com.au/privacy

Making a claim

You can make a claim by contacting MIPS:

1800 061 113

claims@mips.com.au

mips.com.au/claim

Claims against practice entities

1. We agree to indemnify a practice entity against any civil liability to pay compensation arising out of a claim first made against the practice entity in the period of insurance, and notified to us in the period of insurance, which arises from the provision of healthcare by the practice entity.

Claim against practice staff

2. We agree to indemnify any practice staff against any civil liability to pay compensation arising out of a claim first made against them in the period of insurance, and notified to us in the period of insurance, which arises from the provision of healthcare:
 - 2.1 by any practice entity; or
 - 2.2 in any emergency medical situation.

Defence costs for claims and investigations

3. We agree to indemnify a practice entity and any practice staff against defence costs for any claim covered under clauses 1 or 2, but only if we consent before the defence costs are incurred.
4. We agree to indemnify a practice entity and any practice staff against defence costs for any investigation:
 - 4.1 which commences:
 - 4.1.1 during the period of insurance; or
 - 4.1.2 after the period of insurance but only if reported to us during the period of insurance; and
 - 4.1.3 arising from the provision of healthcare by the practice entity or the practice staff; but
 - 4.2 we will only indemnify a practice entity or practice staff for these defence costs if we consent in writing before the defence costs are incurred.

The maximum we will pay

5. The maximum we will pay in the period of insurance for each claim and for all claims, in the aggregate, against each practice entity and its practice staff (collectively) is \$20 million, less any amount paid or payable by us under any MIPS Members' Indemnity Insurance Policy (where the MIPS member is, or has a financial interest in, the practice entity at the time the claim is made) for claims and investigations covered by that policy in the same period.
6. These amounts include defence costs in relation to all claims and investigations.

What we do not insure

7. We will not indemnify any practice entity or any practice staff under this policy for:
 - 7.1 any claim for which liability has been admitted or which is settled without our consent;
 - 7.2 any liability:
 - 7.2.1 to refund any fee charged to the patient;
 - 7.2.2 to pay monies relating to any fee charged to the patient;
 - 7.2.3 to pay a fine, civil or criminal penalty; or
 - 7.2.4 to pay punitive, aggravated, additional or exemplary damages;
 - 7.3 claims or investigations relating to medical services provided to public patients in public hospitals;
 - 7.4 claims against, or investigations of, any practice staff who are, or should be, Australian Health Practitioner Regulation Agency registered healthcare practitioners;
 - 7.5 claims or investigations relating to, or arising from, the practice of midwifery by any practice staff or any management by any practice staff of childbirth or labour, except in an emergency medical situation;
 - 7.6 claims or investigations relating to medical services provided outside Australia;
 - 7.7 claims or investigations relating to medical services provided by any person while under the influence of an intoxicant or narcotic;
 - 7.8 claims or investigations brought against a practice entity or practice staff outside Australia or under, or to apply or enforce, any law other than Australian law;
 - 7.9 claims or investigations relating to:
 - 7.9.1 the ownership, use of, occupation or state of any premises; or
 - 7.9.2 loss or damage to property or any loss of use of property;
 - 7.10 personal injury (including death) or property damage (including loss of use of property) suffered by a practice entity or any practice staff or other employees (in the course of their employment with a practice entity), other than arising out of healthcare provided by the practice entity or the practice staff to any practice staff;
 - 7.11 claims or investigations relating to procedures not associated with the MIPS member's membership category, basis or endorsement/s of any MIPS member who has a financial interest in the practice entity at the time the claim is made or the investigation is commenced;
 - 7.12 discrimination disputes;
 - 7.13 claims or investigations initiated by a practice entity or practice staff, other than arising out of healthcare provided by the practice entity or the practice staff to any practice staff;
 - 7.14 any claim, investigation or proceeding that relates to the importation, manufacture, distribution or sale of any product with the exception of prescribing products on the Australian Register of Therapeutic Goods. However, Dental members are covered for the use of products not on the Register that are not required to be registered under the *Therapeutic Goods Act 1989*.

- 7.15 claims, investigations or proceeding arising out of or connected with the unlawful sale, supply, use or application of a prohibited substance;
- 7.16 claims, investigation or proceeding alleging or arising out of dishonesty, fraud or any criminal act;
- 7.17 claims or investigations relating to computer equipment or loss of computer data and the loss of, damage to, or failure to properly protect the security of, electronic or hard copy medical records;
- 7.18 claims or investigations relating to, or arising from, the performance or functionality of any computer or electronic equipment not used for providing healthcare;
- 7.19 claims or investigations arising in any way out of any actual or alleged sexual harassment, sexual misconduct or unlawful discrimination by a practice entity or any practice staff;
- 7.20 claims or investigations arising in any way out of the transmitting to someone else of a notifiable contagious disease or virus by a practice entity or any practice staff (where the practice staff knew or should have known, that the disease or virus was being carried by them);
- 7.21 claims or investigations arising from authorship of any published material, libel, slander or defamation or an allegation of plagiarism or falsification;
- 7.22 claims or investigations arising in relation to the provision of services to a pharmaceutical company;
- 7.23 claims or investigations arising from or relating to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, but this exclusion does not apply to the provision of medical services to persons injured in the course of any such war, invasion, act of foreign enemy, hostilities, rebellion, revolution, insurrection or military or usurped power;
- 7.24 claims or investigations in relation to:
 - 7.24.1 taxation audits;
 - 7.24.2 the purchase or sale of property or an investment of any type; or
 - 7.24.3 business disputes;
- 7.25 claims or investigations:
 - 7.25.1 known to the practice entity or practice staff prior to the commencement of the period of insurance;
 - 7.25.2 disclosed to us or any other insurer prior to the commencement of the period of insurance; or
 - 7.25.3 arising from an act, error or omission happening prior to the retroactive date.

- 7.26 claims or investigations arising from or relating to ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component thereof, but this exclusion does not apply to the provision of healthcare services to any person injured as a result of exposure to any such radiation, contamination or properties, or to the use of radioactive materials in the ordinary course of radiotherapy, radiology or nuclear medicine;
- 7.27 claims covered under a policy issued by any other insurer or protected under an indemnity from any company or organisation other than us;
- 7.28 claims or investigations arising out of, or in relation to, asbestos, asbestos fibres or derivatives, including the inhalation or fear of inhalation or exposure to any of these, or cleaning up, removing, treating, controlling, storing or dispensing of any of these, but this exclusion does not apply to the provision of healthcare to any person who has symptoms or signs, whether actual or alleged, as a result of any exposure to asbestos, whether directly or indirectly;
- 7.29 claims or investigations arising out of an act or threat of terrorism, but this exclusion does not apply to the provision of healthcare to any person injured as a result of any such act or threat.
- 7.30 any claim, investigation or proceeding that relates to the importation, manufacture, distribution or sale of naltrexone implants or any treatment, procedure or practice relating to naltrexone implants, but not:
 - (a) for any treatment, procedure or practice completed within an accredited research setting; or
 - (b) if we have notified you in writing that this exclusion does not apply.
- 7.31 any claim, investigation or proceeding that relates to vaginal or external genital surgery that:
 - (a) does not meet the standard set down by the Royal Australian and New Zealand College of Obstetrics and Gynaecology; or
 - (b) is provided to a person under 18 years of age, other than in a public hospital.

Notification of claims, investigations and circumstances

8. A practice entity must notify us, in writing, at the time the practice entity first becomes aware of:
 - 8.1 a claim made against the practice entity or any practice staff;
 - 8.2 an investigation in connection with healthcare provided by the practice entity or any practice staff;
 - 8.3 a circumstance, incident, act or omission that might give rise to:
 - 8.3.1 a claim against the practice entity or any practice staff; or
 - 8.3.2 an investigation in connection with healthcare provided by the practice entity or any practice staff.
9. You must also notify us in writing, as soon as possible, following a change in:
 - 9.1 the provision of healthcare by the practice entity that may be material to the risk we insure under this policy (that includes, amongst others, the nature of health services the practice entity provides and/or the location in which the practice entity provides them).
 - 9.2 the ownership or interests in the practice entity that is covered under written agreement of MIPS in accordance with 15.13.4.

Conduct of proceedings

10. We may, at our discretion, take over conduct of:
 - 10.1 proceedings in connection with a claim referred to in clauses 1 and 2 and any related proceedings for contribution, indemnity or recovery; and
 - 10.2 any investigation referred to in clause 4.

Duty to co-operate

11. Every practice entity and all practice staff must:
 - 11.1 give us, our investigators or our legal representatives all information and assistance they reasonably require with respect to a claim or investigation; and
 - 11.2 co-operate fully with us, our investigators and legal representatives.

Settlement of claims

12. In respect of settlement of claims:
 - 12.1 The practice entity and the practice staff agree:
 - 12.1.1 not to admit liability for a claim; and
 - 12.1.2 not to settle a claim;in respect of which we may be liable to indemnify a practice entity or practice staff unless it is with our prior written consent.
 - 12.2 We will not admit liability for, or settle, any claim against you without your prior consent.
 - 12.3 If you refuse to consent to us settling a claim, our liability is limited to the amount we last recommended in settlement plus defence costs incurred to the date we recommended settlement of the claim to you.

Member subrogation

13. We will be subrogated to all rights of indemnity and also of contribution and recovery relating to a payment we make under this policy. No practice entity or practice staff may surrender any such right, including a right to indemnify or settle any claim to which we have been or may be subrogated, other than with our prior written consent.

Cancellation

14. We may cancel this policy or any Member Benefit Statement issued under it for any reason prescribed by the *Insurance Contracts Act 1984* by giving the notice as required by that legislation or we may cancel cover under this policy by giving you 30 days' written notice to your last notified address if:
- 14.1 at any time you have failed to comply with your duty of disclosure; or
 - 14.2 prior to entering into this policy you made a misrepresentation to MIPS upon which we relied; or
 - 14.3 you failed to comply with a provision of this policy including any provision of this policy which requires you to notify us of any claim, incident or investigation; or
 - 14.4 you have made a fraudulent claim under this policy; or
 - 14.5 any other reason prescribed by the *Insurance Contracts Act 1984*.

Definitions

15. In this policy:
- 15.1 **Allied health practitioner** means an audiologist, counsellor, optometrist, pharmacist, osteopath, dietician, occupational therapist, podiatrist, Chinese medicine practitioner, practitioner of natural medicine, physiotherapist, psychologist, social worker or speech pathologist or any provider of healthcare that is required to be licensed, authorised or registered to do so under any law or is required by any law to hold insurance to provide such healthcare.
 - 15.2 **Business dispute** means a dispute about the distribution, sharing or investment of the proceeds or capital of a practice entity or the proceeds or capital of any business in which a practice entity or any of the directors, shareholders or partners of a practice entity have an interest.
 - 15.3 **Claim** means:
 - 15.3.1 a demand for, or an assertion of a right to, compensation or damages; or
 - 15.3.2 an intimation of an intention to seek compensation or damages.
 - 15.4 **Defence costs** means legal costs, disbursements and related expenses reasonably and necessarily incurred in:
 - 15.4.1 defending any legal proceedings or investigation; or
 - 15.4.2 prosecuting any legal proceedings for indemnity contribution or recovery; or
 - 15.4.3 investigating, avoiding, reducing or settling any claim or investigation.

- 15.5 **Discrimination dispute** means any allegation of discriminatory conduct of any kind by a practice entity or any practice staff.
- 15.6 **Healthcare** means:
- 15.6.1 any care, treatment, advice, service or goods provided in respect of the physical or mental health of a person; and
 - 15.6.2 any report or opinion provided by the practice entity or practice staff (and any examination for the purpose of preparing such report), other than for the purposes of treatment, which has been requested by a third party such as a lawyer, insurer or statutory body where there is appropriate AHPRA registration, qualifications, training and experience.
- 15.7 **Investigation** means an investigation, inquiry or disciplinary proceedings conducted by a coroner, any health industry ombudsman, the Medical Practitioners Board or by any other regulatory body or professional association, but does not include a criminal prosecution.
- 15.8 **MIPS member** means any person who is, or during the period of insurance, becomes, a member of the Medical Indemnity Protection Society Limited ABN 64 007 067 281 and holds a current Member Benefit Statement. The MIPS member is referred to in the policy as 'you'.
- 15.9 **MIPS Members' Indemnity Insurance Policy** means a current medical indemnity policy issued by us.
- 15.10 **MIPS member's membership classification** means the membership category, basis and endorsement shown on the Member Benefit Statement of any MIPS member.
- 15.11 **Period of insurance** means the period set out in the Member Benefit Statement.
- 15.12 **Policy** means all documents that provide terms, conditions, definitions, exclusions, endorsements or extensions and include this policy wording, any amendments to this wording, such as any endorsements issued by us, and your Member Benefit Statement.
- 15.13 **Practice entity** means:
- 15.13.1 any individual MIPS member but only in relation to the cover set out in clause 2 of this policy;
 - 15.13.2 any company in which a MIPS member has a proprietary interest and the majority of shares are owned by MIPS members who are also the majority of working practitioners in the entity.
 - 15.13.3 any partnership in which a MIPS member is a partner and the majority of partners are MIPS members who are also the majority of working practitioners in the entity.
 - 15.13.4 any entity notified by a member to MIPS and agreed in writing by us.

- 15.14 **Practice staff** means a natural person currently or formerly employed by a practice entity who does or did provide healthcare for or on behalf of the practice entity. Practice staff does not include:
- (a) any provider of healthcare, such as a nurse, that is required to be licensed, authorised or registered to do so under any law or is required by any law to hold insurance to provide such healthcare;
 - (b) a medical practitioner;
 - (c) a dental practitioner;
 - (d) an allied health practitioner;
 - (e) a person who performs, and to the extent that they perform, body piercing, cosmetic procedures or injection of contrast media including radioactive dye; or
 - (f) any person who is an orthoptist, ultra-sonographer or medical scientist
 - (g) any person contracted by the practice entity and acts autonomously or independently when providing healthcare and bills patients for the healthcare provided under their own provider number.
- 15.15 **Prohibited substance** means drugs or compounds banned by a regulatory agency or where use is illegal or when used at a level of illegal concentrations.
- 15.16 **Provision of healthcare** means providing, or failing to provide, healthcare or advice to a patient in a professional capacity by a practice entity or any practice staff.
- 15.17 **Retroactive date** means the later of:
- (a) 1 July 2005; or
 - (b) the earliest date on which any MIPS member (who is, or has a financial interest in, the practice entity at the time a claim is made or the investigation is commenced) started their current membership of MIPS.
- 15.18 **Member Benefit Statement** means the most recent statement referencing this policy issued to the MIPS member.
- 15.19 **Healthcare practitioner** means someone who is required to hold Australian Health Practitioner Regulation Agency registration and provides health services as defined in 15.6
- 15.20 **We/Us** mean MIPS Insurance Pty Ltd ABN 81 089 048 359;
- 15.21 the singular includes the plural; and
- 15.22 the male gender includes the female, and vice versa.

Contact details

MIPS

1800 061 113

info@mips.com.au

claims@mips.com.au

PO Box 24240 Melbourne, VIC 3001

MIPS Members' Personal Accident Policy – Product Disclosure Statement

Date of preparation: 30 April 2019

Cover under this Medical Indemnity Protection Society Ltd (**MIPS**) Members' Personal Accident Policy is a benefit of **your MIPS** Membership. **You** do not need to apply for this cover, other than for Travel Protection (see section J).

Your MIPS Member Benefit Statement confirms the insurance provided by this policy. The **period of insurance** is shown in **your** Member Benefit Statement.

The Insurers agree to provide insurance subject to the terms, conditions, limitations and exclusions of this policy. **Your MIPS** Member Benefit Statement confirms the insurance provided by this policy.

Eligibility for Cover for MIPS members

Unless otherwise stated, the benefits under this policy do not extend to all MIPS' members. A summary of cover is below. Please refer to the Extent of Cover section for full details.

Who is eligible?

Member	Summary of cover under the policy
Non practising or age 75 or over	No cover under any policy sections
Student member	Limited sections apply. Cover is limited to communicable and tropical diseases (section G), student and recent graduate permanent disablement benefits (section H) and medical related travel expenses (section I).
Recently graduated (within last 5 years)	All sections apply, including cover for communicable and tropical diseases (section G), student and recent graduate permanent disablement (section H) benefits and medical related travel expenses (section I).
All other members	Most sections apply. Cover does not apply to communicable and tropical diseases (section H), student and recent graduate permanent disablement benefits (section I).

About 360 Accident and Health Pty Ltd

360 Accident and Health Pty Ltd (360 Accident and Health) as an Authorised Representative of 360 Underwriting Solutions Pty Ltd (360 Underwriting) ABN 18 120 261 270 AFSL 319 181. 360 Underwriting is an underwriting agency committed to deliver solutions **you** want, service **you** expect by people **you** know to the Accident and Health Insurance Market.

360 Accident and Health is authorised to arrange, enter into/bind, and administer this insurance on behalf of the Insurer.

If **you** have any queries about this policy **you** should contact **info@MIPS.com.au** or 1800 061 113. For any claims, **you** should contact 360 Accident and Health in the first instance.

Our contact details are:

360 Accident & Health Pty Ltd
Suite 1803, Level 18, 201 Kent Street
Sydney, NSW 2000
+61 (0)2 9047 9803
ahclaims@360uw.com.au

About the Insurer

This insurance is underwritten by certain Underwriters at Lloyd's.

Lloyd's has been insuring Australian risks for over 150 years and is licensed to write non-life insurance business under the *Australian Insurance Act 1973*. **you** or **your** representatives can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from us. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

Lloyd's Underwriters have strong financial security characteristics. However, please note that ratings can vary from time to time. **You** can check the Insurer's current ratings at the following website **<https://www.lloyds.com/investor-relations/ratings>**

Lloyd's contact details are:

Lloyds Australia
Level 9, 1 O'Connell Street,
Sydney, NSW 2000
+61 (0)2 8298 0700

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

For further information on the Code, please visit **www.codeofpractice.com.au** or alternatively **you** can request a brochure on the Code from us.

What is a Product Disclosure Statement?

This *Product Disclosure Statement (PDS)* contains information about the policy including the benefits and conditions, **your** rights as a client and other things **you** need to know to assist **you** to make an informed decision when choosing **your** insurance.

In this PDS:

'**we**', '**our**' or '**us**' 360 Accident and Health Pty Ltd (360 Accident and Health) as an Authorised Representative of 360 Underwriting Solutions Pty Ltd (360 Underwriting) ABN 18 120 261 270 AFSL 319 181

'**you**' or '**insured person**' means Medical Indemnity Protection Society Member. The Medical Indemnity Protection Society, on **your** behalf, will pay for the Protection provided under this policy. In the event of a claim by **you** under this policy, all benefit payments will be made to **you** subject to the terms and conditions of this Policy.

The Most We Will Pay

The most **we** will pay for all claims under this Policy during any period of insurance is set out under the Limit of Liability set out in the Table of Benefits.

Key Features of the Policy

The coverage Benefits detailed summarises the Insured Events of the Personal Accident policy (PA). The sum insured is the amount we agree to insure you for.

If **you** suffer an Insured Event then **we** will pay **you** a percentage of the sum insured as set out below.

As **you** read the table **you** need to remember that some words have special meanings and the key ones are:

- **Injury** – means a bodily **injury** of the type set out in the Insured Events table below. It does not include any disease, **injury** or condition that existed before the accident, or any degenerative condition.
- **Sickness** – means an illness or disease which is not a **pre-existing condition** and which continues for a period of not less than seven (7) days from the date **you** first seek treatment for the **sickness** from a legally qualified medical practitioner and of a type and severity that has caused the healthcare practitioner's registration board/s to cancel that practitioner's registration
- **Total Disablement** – means that **you** are unable to carry out any of **your** usual employment duties or any other employment for which **you** are trained or skilled to perform.
- **Permanent** – means that the disablement has lasted 12 consecutive months and there is no hope of improvement
- **Pre-Existing Conditions** – means:
 - in respect of **injury**, a condition with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the inception of their **MIPS** Policy. There is no cover for a condition caused by a **pre-existing condition**.
 - Any medical condition that **you** have suffered from or been treated for, irrespective of whether a complete recovery has occurred is still treated as a **pre-existing condition**.

Making a Claim

Should an incident occur which may give rise to a claim under this policy, **you** should notify **us** in writing within thirty (30) days of the incident occurring, or as soon as reasonably practical after the date of the occurrence and within the **insurance period**. **you** should ensure **you** include **your** policy number in this correspondence.

You must at **your** expense give **us** such certificates, information and other documentation as **we** may reasonably require. **We** may at our own expense have any **insured**, who is the subject of a claim under this **policy**, medically examined from time to time.

Taxation Implications

Depending upon **you** or **your** Company's entitlement to claim Input Tax Credits under the **policy**, **we** may reduce the payment of a claim by the amount of any Input Tax Credit.

An **insured person** should consult his or her tax accountant in relation to any questions about his or her circumstances.

Privacy Statement

In this Privacy Statement the use of "**we**", "**our**" or "**us**" means 360 Accident and Health and the Insurers unless specified otherwise.

In this Privacy Statement, the use of "personal information" includes sensitive information.

We are committed to protecting the privacy of the personal information **you** provide to us in accordance with the *Privacy Act 1988* (Cth).

The *Privacy Act 1988* (Cth) contains the Australian Privacy Principles which require **us** to tell **you** that **we** collect, handle, use, store and disclose **your** personal and sensitive information for the specific purpose of:

- deciding whether to issue a **policy**;
- determining the terms and conditions of **your policy**;
- compiling data to help develop and identify other products and services that may interest clients; and
- handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- whether the information or opinion is true or not;
- whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given **us your** consent to collect, use, store and disclose **your** personal and sensitive information in order to provide **you** with the relevant services and/or products.

When **you** give **us** personal information about other individuals, **we** rely on **you** to have made or make the individual aware that **you** will or may provide their personal information to **us** and the types of other parties and service providers **we** may provide it to, the relevant purposes **we** and the other parties and service providers will use it for, and how they can access it. If **you** have not done or will not do either of these things, **you** must tell us before you provide the relevant personal information to us.

We will protect **your** information using physical, technical and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some of the safeguards that **we** use are firewalls and data encryption, physical access controls to our data centres, and information access authorisation controls.

We disclose personal information to other parties and service providers whom **we** believe are necessary to assist **us** and them in providing the relevant services and/or products. For example, in handling Claims, **we** may have to disclose **your** personal and other information to other parties and service providers such as our claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. **We** limit the use and disclosure of any personal information provided by us to them to the specific purpose for which **we** supplied it.

We may disclose **your** personal information to our insurers, reinsurers, related entities and service providers overseas, including but not limited to New Zealand, Singapore, United Kingdom, the Philippines, India, the European Union and the United States of America. When **we** transfer **your** information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, **we** will protect the information as described in this Privacy Statement.

If **you** do not provide the personal information requested and/or do not provide us with **your** consent to the use and disclosure of **your** personal information as set out in this Privacy Statement, **your** insurance application may not be accepted, or **we** may not be able to administer **your policy**, or **you** may be in breach of **your** duty of disclosure, the consequences of which are set out under the heading Duty of Disclosure in this document.

If **you** would like a copy of our Privacy Policy, would like to seek access to or correct **your** personal information, opt out of receiving materials **we** send, complain about a breach of our privacy or **you** have any query on how **your** personal information is collected, stored or used, or any other query relating to our Privacy Policy, please contact us.

Duty of Disclosure

Before **you** enter into this insurance with us, **you** have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth). This means **you** have a duty to tell **us** every matter **you** know, or could reasonably be expected to know that may affect our decision to offer **you** insurance and on what terms.

If **you** are not sure whether something is relevant, **you** should inform **us** anyway.

You have a different duty the first time **you** enter into a contract of insurance with **us** to that which applies when **you** vary, renew, extend or reinstate the contract. This duty of disclosure applies until the contract is entered into (or renewed, varied, extended or reinstated as applicable).

Your Duty of Disclosure when **you** enter into the contract with **us** for the first time

If **we** ask **you** questions that are relevant to our decision to insure **you** and on what terms, **you** must be honest and tell **us** anything that **you** know and that a reasonable person in the circumstances would include in answer to the questions. It is important that **you** understand **you** are answering our questions in this way for yourself and anyone else that **you** want to be covered by the contract.

Your Duty of Disclosure when you renew the contract

Where applicable, **we** will tell **you** what **your** renewal duty of disclosure is prior to each renewal.

Your Duty of Disclosure when **you** vary, extend or reinstate the contract

When **you** vary, extend or reinstate the contract with us, **your** duty is to tell us every matter that **you** know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

What you do not need to tell us

You do not need to tell **us** anything that:

- reduces the risk **we** insure **you** for; or
- is common knowledge; or
- **we** know or should know as an insurer; or
- **we** have indicated **we** do not want to know.

If you do not tell us something

If **you** do not tell **us** anything **you** are required to tell us, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both. If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

Cooling-Off

If **MIPS**, on behalf of their members decide that they do not want the policy, **MIPS** shall have a cooling off period of 21 days from the date the policy was issued to cancel the policy. **MIPS** must tell **us** in writing that they wish to cancel the policy on behalf of its members and **we** will repay the premium.

MIPS cannot use this cooling-off period if the policy has already expired or if a **MIPS** member has made a claim under it.

Dispute Resolution

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that **you** can access.

Stage 1

We view seriously any complaint made about our products or services and will deal with it promptly and fairly.

If **you** have a complaint, please first try to resolve it by contacting the relevant member of our staff who will investigate your complaint and keep **you** informed of the progress of the investigation. **We** will respond to **your** complaint in writing within fifteen (15) business days provided **we** have all necessary information and have completed any investigation required.

In cases where further information or investigation is required, **we** will work with **you** to agree reasonable alternative time frames and will keep **you** informed of the progress of **your** complaint.

Stage 2

If the matter is still not resolved, or **you** are not satisfied with the way a complaint has been dealt with you should contact:

Lloyd's Australia Limited
Level 9, 1 O'Connell St
Sydney, NSW
+61 (0)2 8298 0783
idraustralia@lloyds.com

When **you** lodge **your** dispute with Lloyd's, Lloyd's will usually require the following information:

- Name, address and telephone number of the policyholder;
- The type of insurance policy involved;
- Details of the policy concerned (policy and/or claim reference numbers, etc.);
- Name and address of the intermediary the policy was purchased through;
- Details of the reasons for lodging the complaint;
- Copies of any supporting documentation **you** believe may assist them in addressing **your** complaint appropriately.

Following receipt of **your** complaint, **you** will be advised whether **your** dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London:

- Where **your** complaint is eligible for referral to the Australian Financial Complaints Authority (AFCA), **your** complaint will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with your dispute.
- Where **your** complaint is not eligible for referral to AFCA, Lloyd's Australia will refer **your** complaint to the Policyholder & Market Assistance Department at Lloyd's, who will then liaise directly with you.

How long will the Stage 2 process take?

Your complaint will be acknowledged in writing within five (5) business days of receipt, and **you** will be kept informed of the progress of the review of **your** complaint at least every ten (10) business days. The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases **you** will receive a full written response to **your** complaint dispute within fifteen (15) business days of receipt, provided they have received all necessary information and have completed any investigation required.

External Dispute Resolution

If **you** are a natural person or a small business, and **you** are not satisfied with the final decision, **you** may wish to contact the Australian Financial Complaints Authority ("AFCA"). The AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints where **we** have been unable to satisfy **your** concerns. **you** will not be able to have a dispute resolved by the AFCA if **you** are not eligible under the AFCA Terms of Reference.

For further details **you** can visit their website at www.afc.org.au or contact them:

Australian Financial Complaints Authority Limited (AFCA)

GPO Box 3 Melbourne, VIC, 3001

1800 931 678

info@afc.org.au

If **your** complaint or dispute falls outside the AFCA Terms of Reference, **you** can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Several Liability

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in the policy schedule.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with any other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is:

Lloyd's
One Lime Street
London EC3M 7HA.

The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various parts in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural. The insurers named hereon bind themselves each and for their own part and not one for another.

Each insurer's liability under this contract shall not exceed that percentage or amount of the risk shown against that insurer's name.

When an Insured Person can access the policy

An **insured person** may only make a claim for **benefits** for which cover is available in accordance with the **policy** terms and conditions, limitations and exclusions.

An **insured person's insurance period** begins on the date the **insured person** is added to the **policy** by **us** at request of the Policyholder and ends on the earlier of:

- the time they cease to be an **insured person**;
- the time the Policyholder requests that such **insured person** no longer has access to benefits under the **policy**;
- the date the policy ends in accordance with the **policy** or law (for example, when the **insurance period** ends, the **policy** is not renewed or is cancelled).

We are not obliged to notify an **insured person** of termination of the **policy**.

Sanctions

We will not provide cover and **we** will not be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us or the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the Commonwealth of Australia, the United Kingdom or the United States of America.

Other Insurance

In the event of a claim, the policyholder and/or **insured person** must advise **us** if there are any other insurance policies that may be available to pay or partially pay that claim.

Alteration of Risk

You must tell **us** as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of damage, **injury** liability or loss.

Service of suit

The Insurers accepting this insurance agree that:

- if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Insurers will submit to the jurisdiction of any competent court in the Commonwealth of Australia;
- any summons, notice or process to be served upon the Insurers will be served upon:

Lloyds Underwriters' General Representative in Australia
Level 9, 1 O'Connell Street,
Sydney, NSW 2000
+61 (0)2 8298 0700

If a suit is instituted against any of the Insurers, all Insurers participating in this insurance will abide by the final decision of such court or Appellate Court.

Updating this PDS

Information in this PDS may need to be updated from time to time. **you** can obtain a paper copy of any updated information without charge by contacting **us** or **your** Insurance Broker, should this PDS need to be updated **we** will provide **you** with a new PDS or a Supplementary PDS outlining these changes.

Policy wording

Important definitions

For the purpose of this Policy, the following important definitions apply:

COMMUNICABLE & TROPICAL DISEASE means Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV), Hepatitis B or Hepatitis C, Malaria, Dengue Haemorrhagic fever, Plague, Tick Bite, Trypanosomia, Buruli ulcer, Leishmaniasis, Lymphatic Filariasis, Onchocerciasis, Shistosomiasis Ebola, Marburg, Lassa & Crimean-Congo.

INJURY means bodily **injury** resulting from an accident which is an external event that occurs fortuitously to the Insured Person during the period of insurance and results in any of the Insured Events specified in the Table of Benefits within twelve (12) calendar months from the date thereof. **Injury** does not include:

- a. any consequences of an **injury** which are ordinarily described as being a disease, including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- b. an aggravation of a pre-existing **injury**;
- c. any other **pre-existing condition**;
- d. any degenerative condition.

LOSS OF USE means loss of, by physical severance, or total and **permanent** loss of the effective use of the part of the body referred to in the Table of Benefits.

MIPS means Medical Indemnity Protection Society Ltd. ABN 64 007 067 281.

PERIOD OF INSURANCE means the period stated in **your MIPS** Membership Benefit Statement.

PERMANENT in relation to disablement means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

PRE-EXISTING CONDITION means a condition in respect of which the Insured Person was aware (whether diagnosed or not) or has sought treatment for prior to the inception of their **MIPS** Policy.

SCHEDULE includes any current **schedule** or renewal or variation of this Policy.

SICKNESS means illness or disease which is not a **pre-existing condition** and which must continue for a period of not less than seven (7) days from the date **you** first sought treatment for the **sickness** from a legally qualified medical practitioner and of a type and severity that has caused the healthcare practitioner's registration board/s to cancel that practitioner's registration.

FAMILY means the Insured Person's spouse/partner/defacto and any unmarried dependent children, stepchildren or legally adopted children who are living with the Insured Person and who are under nineteen (19) years of age or under twenty five (25) years of age if they are a full-time student and primarily dependent on the Insured Person for maintenance and support.

INSURED TRAVEL means travel being carried out as described in the **schedule**. **Insured travel** does not include any travel that exceeds six (6) months.

THE COMPANY or **we/our/us** means 360 Accident and Health Pty Ltd (ACN 623 247 978) as an Authorised Representative of 360 Underwriting Solutions Pty Ltd (360 Underwriting) ABN 18 120 261 270 AFSL 319 181, of Level 18, 201 Kent Street, Sydney, NSW 2000 for and on behalf of Certain Underwriters at Lloyd's.

YOU/YOUR means Medical Indemnity Protection Society Member. The Medical Indemnity Protection Society, on **your** behalf, will pay for the protection provided under this policy. In the event of a claim by **you** under this policy, all benefit payments will be paid to you.

COUNTRY OF DOMICILE means the country **you** departed in order to commence **your insured travel**.

Important: When receiving treatment in **your country of domicile** the benefits provided under this policy may be governed or limited by local legislation. If this is the case then the respective local legislation or regulations will prevail over the terms and conditions of this policy.

Extent of cover and table of benefits

Section/Eligibility	Maximum benefit
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A – Death & capital benefits

If, as a result solely and directly of injury, you suffer from any of the following Insured Events (1-20) set out in this Table of Benefits below we will pay the compensation set out in this Table. However, all Insured Events including disablement must occur within twelve (12) months of the injury.

- | | |
|---|-------------|
| 1. Members with 5 or more consecutive years of membership | AUD 200,000 |
| 2. Members with Less than 5 consecutive years of membership | AUD 125,000 |

Healthcare students and 'non practising' members are excluded from this section

Table of benefits - Insured event	The Compensation
3. Death	1. 100%
4. Paraplegia/Quadriplegia	2. 100%
5. Permanent and incurable paralysis of all limbs	3. 100%
6. Permanent Total Loss of sight of both eyes	4. 100%
7. Permanent Total Loss of sight of one eye	5. 100%
8. Permanent Total Loss of use of two limbs	6. 100%
9. Permanent Total Loss of one limb	7. 100%
10. Permanent and incurable insanity	8. 100%
11. Permanent Total loss of hearing in	
a. both ears	9a. 80%
b. one ear	9b. 20%
12. Permanent Total Loss of four fingers and thumb of either hand	10. 80%
13. Permanent Total Loss of the lens of one eye	11. 60%
14. Permanent Total Loss of use of four fingers of either hand	12. 50%
15. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	13. 50%
16. Permanent Total Loss of use of one thumb of either hand	
a. both joints	14a. 30%
b. one joint	14b. 15%
17. Permanent Total Loss of use of fingers of either hand	
a. three joints	15a. 10%
b. two joints	15b. 7.5%
c. one joint	15c. 5%

Section/Eligibility	Maximum benefit
Table of benefits - Insured event <i>continued</i>	
	The Compensation
18. Permanent Total Loss of use of toes of either foot	
a. all – one foot	16a. 15%
b. great – both joints	16b. 5%
c. great – one joint	16c. 3%
d. other than great – each toe	16d. 1%
19. Fractured leg or patella with established non-union	17. 10%
20. Shortening of leg by at least 5cm	18. 7.5%
21. Permanent Disability not otherwise provided for percentage of the Sum Insured as under Insured Events 9 to 18 inclusive. Such a percentage of the Sum Insured as we shall in our absolute discretion determine and being in our opinion not inconsistent with the compensations provided under Insured Events 9 to 18 inclusive.	19. 50%
22. Broken Bone Benefits caused directly and solely by injury	
a. Neck or Spine (full break)	20a AUD 3,000
b. Hip, pelvis	20b AUD 750
c. Skull, shoulder blade	20c AUD 300
d. Collar bone, upper leg	20d AUD 300
e. Upper arm, kneecap, forearm, elbow	20e AUD 225
f. Lower leg, jaw, wrist, cheek, ankle, hand, foot	20f AUD 150
g. Ribs	20g AUD 150
h. Finger, thumb, toe	20h AUD 75
Maximum compensation any one injury	20a-20h AUD 3,000
B – Permanent loss of healthcare practitioner board/s registration	
If, as a result solely and directly of injury or sickness , you suffer permanent loss of healthcare practitioner board/s registration we will pay the maximum amount set out under this section. However, all Insured Events including disablement must occur within twelve (12) months of the injury or sickness and provided the 360 Accident & Health Policy is in force.	AUD 100,000
Healthcare students and 'non practising' members are excluded from this section.	

Section/Eligibility	Maximum benefit
C – Funeral expenses	
<p>In the event that you suffer death as a result of an injury covered by Section A, we will pay for the Funeral Expenses up to the maximum amount set out under this section.</p> <p>Healthcare students and 'non practising' members are excluded from this section.</p>	AUD 10,000
D – Credit Card protection	
<p>In the event that you suffer death as a result of an injury covered by Section A, we will pay the amount required to repay your Credit Card Balance or the Credit Card Limit, whichever is lesser, as at the date of death, up to the maximum amount set out under this section.</p> <p>Healthcare students and 'non practising' members are excluded from this section.</p>	AUD 10,000
E – Replacement staff recruitment	
<p>If during the period of insurance you suffer an injury covered by Section A or B and you are unable to complete your daily professional services, we will pay reasonable costs incurred by you for recruitment or replacement employees up to a maximum amount. All costs must be incurred within 45 days of injury and must relate to the continuation of your practice.</p> <p>In respect to Section A, INSURED EVENT 20, (a) to (h), a fourteen (14) day deferment period will be applicable to this section.</p> <p>Healthcare students and 'non practising' members are excluded from this section.</p>	AUD 10,000
F – Education fund supplement	
<p>In the event of death as a result of an injury covered by Section A and you are survived by dependent child(ren), we will pay the estate up to the maximum amount set out under this section for the dependent child(s) education cost(s).</p> <p>Healthcare students and 'non practising' members are excluded from this section.</p>	AUD 15,000
G – Communicable & Tropical diseases	
<p>In the event that you contract a communicable or tropical disease as defined, acquired through undertaking an authorised healthcare activity required under and appropriate for your MIPS Student or Recent Graduate membership classification and which occurs during the policy period, we will pay you the benefit.</p> <p>This section only relates to healthcare students and 'recent graduate' members.</p>	AUD 25,000

Section/Eligibility	Maximum benefit
H – Student and Recent Graduate Permanent Disablement Benefits	
<p>If an injury or sickness (as defined) has caused permanent disablement, we will pay the maximum benefit set out under this section.</p> <p>Disablement must occur within twelve (12) months of the injury or sickness.</p> <p>This section only relates to healthcare students and ‘recent graduate’ members.</p>	AUD 25,000
I – Medical Related Travel Expenses	
<p>If a Member requires medical treatment not available locally, travel expenses (transport and accommodation) will be payable up to the maximum benefit set out under this section. The daily benefit is capped at AUD 350.</p> <p>Members can claim, subject to proof of a medical referral and that treatment was not available locally. Receipts of travel and accommodation expenses must be provided.</p>	AUD 1,750
J – Travel Protection	
<p>We will pay you the benefit set out in the Table of Benefits below whilst you are traveling overseas. The coverage will only be provided when your main purpose of Travel is:</p> <p>PROVIDING GRATUITOUS HEALTHCARE (Gratuitous Care), appropriate for your MIPS Membership classification; or</p> <p>COMPLETING AN ELIGIBLE STUDENT PLACEMENT which involves student elective healthcare activities. This benefit applies only to a ‘healthcare student’ members; or</p> <p>COMPLETING AN ELIGIBLE CLINICAL PLACEMENT in an employer indemnified setting. This benefit applies only to ‘recent graduate’ members.</p> <p>Cover is subject to a separate application and approval. <u>Please contact MIPS to apply for cover under this section.</u> This coverage will also be provided to any family member travelling with you. Cover is capped to six calendar months and limited to one pre-approved overseas trip per annum, per member.</p>	

Section/Eligibility	Maximum benefit
Tale of Benefits - Subsections	Maximum Benefit
Medical Expenses (for up to 24 months)	AUD 2,000,000
Additional Expenses	AUD 100,000
Baggage, Travellers' Cheques, Travel Documents and Credit Cards (Limit any one item 50% of sum insured)	AUD10,000
Money	AUD 1,000
Loss of Deposits and Cancellation Charge	AUD 10,000
Kidnap, Detention, Extortion and Ransom	AUD 500,000
Extra Territorial Workers' Compensation	AUD 500,000
Hire Car Excess Expenses	AUD 2,000
Personal Liability	AUD 1,000,000
Evacuation Cover and Personal Safety	AUD 50,000
Death by Specified Sickness	AUD 50,000

Additional benefits

1. **Exposure:** If as a result of an **injury** occurring during the period of insurance **you** are exposed to the elements and suffer from any of the Insured Events set out in the Table of Benefits as a direct result of that exposure, **we** will pay compensations accordingly.
2. **Disappearance:** If **you** disappear following the disappearance, sinking or wrecking during the period of insurance of a conveyance in which **you** were then travelling and **your** body has not been found within one (1) year after the date of disappearance, **we** will pay compensation on the assumption that you died as a result of an **injury** at the time of the disappearance, sinking or wrecking of the conveyance.

General conditions and limitations

General conditions and limitations – All sections except G – Communicable & tropical diseases, H – Student and Recent Graduate Permanent Disablement Benefits, I – Medical Related Travel Expenses, J – Travel Protection

1. Compensation shall not be payable under this Policy for any Insured Event for MIPS members in the Healthcare student category.

General conditions and limitations – All sections

1. Compensation shall not be payable for more than one of the Section A **Insured** Events 1-20 in respect of the same **injury**, in which case the highest compensations will be payable.
2. No further compensation will be payable under this Policy and all cover under this Policy will cease if **you** become entitled to the payment of a Sum **Insured** being 100% of the Sum Insured stated in the Table of Benefits/schedule.
3. No compensation is payable unless as soon as possible after the happening of any **injury you** obtain and follow medical advice from a legally qualified medical practitioner.
4. Written notice of claim must be given to us within thirty (30) days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible.
5. Upon receipt of a notice of claim, **we** shall submit our usual claim form for completion. **We** shall not be liable to make any payment under this Policy unless the claim form is properly completed, and all information reasonably required by us has been furnished at **your** expense.
6. The benefits of this policy depend on **you** or any person covered by this policy giving us any reasonable information and help **we** require. This includes giving us written statements of documents **we** consider relevant. **We** may also require **you** or any person covered by this policy to attend Court to give evidence. **you** must help us even when **we** have paid **your** claim. If **you** do not co-operate **your** payments may be suspended.
7. **We** may at our own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out. **We** may also at any time during **your** claim ask for further information or appoint a person to conduct further enquiries into the nature and circumstances of the claim.
8. No action at law shall be brought to recover on this Policy prior to the expiration of sixty (60) days after our reasonable requirements in connection with a claim have been met. No such action shall be brought after the expiration of three (3) years after the date of the **injury** giving rise to the claim.
9. No action at law or equity shall be brought or maintainable unless and until the parties have first participated in a formal mediation process before a mediator appointed by agreement or failing that by the president of the law society of that state the claimant ordinarily resides. The costs of any mediator shall be borne equally by the parties.
10. This Policy may be cancelled by MIPS at any time by giving us written notice, in which case **we** shall retain a proportion of the premium calculated at our usual short-term rates for the time the Policy has been in force. **We** may cancel this Policy in accordance with the provisions of the Insurance Contracts Act. Upon cancellation by us, **we** shall refund a proportion of the premium paid calculated by reference to the unexpired period of insurance.

11. All cover under this Policy shall cease upon **you** attaining the age of seventy five (75) unless otherwise indicated on the schedule.
12. All compensation shall be paid to you, or in the case of **your** death, to **your** legal personal representative.
13. **We** shall not be liable to pay compensation under this Policy of more than the Event Limit of Liability shown in the schedule for any one event.
14. Any claim or benefit paid under this policy will be paid in Australian Dollars.

SECTION J – Travel Protection

SUBSECTION 1 – MEDICAL EXPENSES

Extent of cover

1. If an Insured Person sustains an **injury** or suffers a **sickness** or disease and incurs **medical expenses** (as defined) whilst engaged on **insured travel** during the **period of insurance** we will pay those expenses provided they are incurred outside **your country of domicile**.
2. We **will** pay on-going **medical expenses** incurred after **you** return to your **country of domicile** provided they relate to a condition which first manifests itself during the period of **insured travel** however all payments are subject to the local legislation in **your country of domicile**. If your **country of domicile** is not Australia then the benefits payable are limited to a maximum amount of \$50,000.
3. We **will** also pay the expenses related to the **emergency evacuation** of an **Insured** Person provided such evacuation is recommended by a legally qualified medical practitioner and is authorised by the emergency assistance company or 360 Accident & Health Pty Ltd.
Expenses relating to emergency evacuation will be based solely on medical severity and necessity.

Definitions

MEDICAL EXPENSES means expenses incurred within twenty-four (24) months from the date the first expense was incurred and paid to a legally qualified medical practitioner, nurse, hospital or ambulance service for medical surgery, hospitalisation or nursing treatment including the cost of medical supplies and ambulance hire but excluding the cost of dental treatment unless such treatment is required urgently. **We** will also pay those expenses incurred to repair, replace or adjust dentures provided such expenses relate to **Injury** of the **Insured** Person to a maximum of two thousand dollars (AUD 2,000).

EMERGENCY EVACUATION means an evacuation due to medical treatment being immediately required and the medical condition being sudden and life threatening.

ADDITIONAL BENEFITS

Emergency Assistance Company

An **Insured** Person is also entitled to the services of an Emergency Assistance Company in the event of a medical emergency or **sickness** by using a toll-free or reverse-charge telephone number, +61 2 8016 9273 stated on 360 Assist Emergency Identification Card which **we** have made available to you.

Your Emergency Assistance Company provides many travel and emergency services, including:

1. Pre-travel advice on matters relating to health;
2. Case management if hospitalised;
3. Emergency assistance worldwide;
4. The arrangement for transport by road, aircraft or special air ambulance to an appropriate medical centre if this is required for treatment, accompanied if necessary by a doctor or nurse;
5. Arrangements for evacuation and transportation home if necessary.

SUB SECTION 2 – ADDITIONAL EXPENSES

Extent of cover

1. **We** will reimburse an **Insured** Person or other persons for additional and/or forfeited expenses reasonably and necessarily incurred provided such expenses are authorised by the emergency assistance company or 360 Accident & Health Pty Ltd and are as a direct consequence of:
 - 1.1 the **unexpected death, injury or sickness** of the **Insured** Person or a member of the **Insured** Person's travelling party (provided that all such persons are under the age of eighty-five (85) years) happening after the commencement of the **Insured travel** and resulting in the **Insured** Person or any of those persons having to return to the point of origin of such travel;
 - 1.2 the **unexpected death, serious injury or sickness** of a **relative**, business partner or co-director of the **Insured** Person (provided that all such persons are under the age of eighty-five (85) years) happening after the commencement of the **Insured travel** and resulting in the **Insured** Person or any of those persons having to return to the point of origin of such travel. **We** will also pay for the return of the **Insured** Person so he/she can continue with his/her **Insured travel**;
 - 1.3 the necessity on written advice of a medical practitioner for a relative, friend, business partner or co-director of the **Insured** Person to travel to or remain with or escort him or her directly back to the point of origin of the **Insured travel** if the **Insured** Person has suffered **injury or sickness** during the **Insured travel**;
 - 1.4 any other unforeseen **injury or sickness** of the **Insured** Person happening after the commencement of **Insured travel** which results in the **Insured travel** being delayed or disrupted and which is outside the control of the **Insured** not otherwise excluded under this Section 3;
 - 1.5 loss of passport and/or travel documents.

2. If an **Insured** Person necessarily and reasonably incurs legal costs by reason of false arrest or wrongful detention by any Government or foreign power during **Insured travel**, **we** will reimburse those legal costs up to fifty thousand dollars (AUD 50,000) for each **Insured** Person. **We** will also pay an amount of five hundred dollars (AUD 500) per day for every day the detention continues but not exceeding a period of thirty (30) days.
3. If **Insured travel** is delayed or interrupted in excess of twelve (12) hours and the **Insured** Person is prevented from reaching his or her **scheduled** destination as a result of an aircraft on which he or she is travelling being hijacked, **we** will pay an amount of one thousand dollars (AUD 1,000) per day for every day the hijack continues but not exceeding a period of thirty (30) days.
4. If an **Insured** Person dies whilst engaged on **Insured travel**, **we** will pay reasonable costs relating to either funeral or cremation expenses if the body is buried at the place of death, or the cost of returning the **Insured** Person's body or ashes to his or her home address.
5. **We** will reimburse an **Insured** Person for additional expenses reasonably and necessarily incurred as a direct consequence of cancellation including strikes, riot, hijacking, civil commotion, flood, adverse weather conditions or natural disasters.
6. If an **Insured** Person is hospitalised overseas as an in-patient for more than twenty-four (24) hours due to an **injury** or **sickness** **we** will pay two hundred dollars (AUD 200) per day for each completed twenty-four (24) hours to a maximum of six thousand dollars (AUD 6,000) in addition to any charges made by the hospital in which the **Insured** Person is hospitalised.
7. If an **Insured** Person necessarily and reasonably incurs expenses in circumstances outside the control of the **Insured** Person which cause a missed transport connection so that the **Insured** Person is unable to arrive at a **scheduled** meeting which cannot be delayed because of the **Insured** Person's late arrival, **we** will pay to the **Insured** Person a sum of up to ten thousand dollars (AUD 10,000) (clear of any amount paid by any Carrier) to enable the **Insured** Person to use alternative **scheduled** public transport to arrive at the specified destination by the **scheduled** time.

Definitions

UNEXPECTED DEATH means death which occurs fortuitously and does not include the death of a terminally ill person unless the death is caused by any other reason.

INJURY OR SICKNESS is one which requires treatment by a medical practitioner and for which the medical practitioner certifies the **Insured** Person or the other persons referred to as unfit to travel or continue with the original journey.

RELATIVE means the **Insured** Person's spouse, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé, fiancée, half-brother or half-sister.

SERIOUS INJURY OR SICKNESS is a condition other than pregnancy which a person has not received regular treatment or advice for treatment at the date of the commencement of the **Insured travel**, and for which a medical practitioner certifies that the attendance of the **Insured** Person is necessary for the health of or treatment of that Person or in the case of a business partner or co-director require the **Insured** Person to take over that person's business role.

SCHEDULED MEETING means any official, pre-determined meeting or conference arranged by the **Insured** or the **Insured** Person which cannot be rescheduled.

SUB SECTION 3 – BAGGAGE, TRAVELLERS' CHEQUES, TRAVEL DOCUMENTS, CREDIT CARDS AND MONEY

Extent of cover

1. **We** will indemnify the **Insured** Person for loss of or damage to property **Insured** occurring during the period of insurance and whilst the **Insured** Person is engaged on **Insured travel**.
2. **We** will indemnify the **Insured** Person for loss, theft or fraudulent use of travellers' cheques, travel documents and credit cards occurring during the period of insurance and whilst the **Insured** Person is engaged on **Insured travel**, together with the cost of replacing, and the **Insured** Person's legal liability for payment as a result of loss by theft or unauthorised use by other persons of the **Insured** Person's personal travel documents.
3. If the **Insured** Person's baggage is misplaced by a carrier for more than eight (8) hours whilst the **Insured** Person is engaged on **Insured travel** during the period of insurance, **we** will pay up to three thousand dollars (AUD 3,000) to cover the emergency purchase of essential replacement items.
4. **We** will indemnify the **Insured** Person for accidental loss of cash, bank or currency notes, cheques, postal or money orders or petrol coupons occurring on **Insured travel** during the period of insurance, together with the cost of replacing them and the legal liability of the **Insured** Person for payment as a result of loss by theft or by unauthorised use by other persons. In respect of money taken with the **Insured** Person for the purpose of **Insured travel**, cover shall commence from the time of collection from the bank or seventy-two (72) hours prior to the start of the **Insured travel**, whichever occurs last and continue up to seventy-two (72) hours after termination of the **Insured travel** or until deposited at the bank whichever occurs first.
5. If an **Insured** Person loses their identification and keys at the same time and whilst engaged in **Insured travel**, **we** will pay up to one thousand dollars (AUD 1,000) for the replacement of keys and locks.

Definitions

THE PROPERTY INSURED means:

1. Baggage and other personal effects (other than household furniture) that accompany the **Insured** Person whilst engaged on **Insured travel**, including tickets, credit cards, travellers' cheques, travel documents and passports (any One Article [as defined]) limited to 50% of the Sum Insured, or as specified.
ONE ARTICLE is described as one item (including its attached or unattached accessories) or a set or pair of items such as earrings, golf clubs, camera equipment etc.
2. Money, cheques, postal notes, money orders and petrol coupons taken by the **Insured** Person whilst engaged on **Insured travel**.

Conditions

1. The amount payable for loss of or damage to **the property Insured** will be no more than the cost to repair or replace the articles in the same condition but not better or more extensive than the article when new.
2. **We** may choose to repair or replace lost or damaged property or pay for the loss in cash.
3. Should **we** replace damaged goods then salvage remains the property of **the company**. If **we** replace or pay cash for lost or stolen goods, and those goods are subsequently recovered, then **we** may seek recovery of these goods.
4. The **Insured** Person must substantiate their loss and provide receipts of purchase of articles claimed for and provide withdrawal confirmation of money lost or stolen.
5. The **Insured** Person must take all reasonable precautions for the safety and supervision of any property insured.

SUB SECTION 4 – LOSS OF DEPOSITS AND CANCELLATION CHARGES

Extent of cover

We will indemnify **you** and any **Insured** Person for loss of travel and accommodation expenses paid in advance by **you** or the **Insured** Person and for the loss of which you, he or she is legally liable and which are not recoverable from any other source, consequent upon the cancellation of travel occurring between the date of payment of those expenses and the date of commencement of the **Insured travel** caused only by:

1. The unexpected death, **injury** or **sickness**, compulsory quarantine or jury service of an Insured Person or any person with whom the **Insured** Person intended to travel;
2. The unexpected death, serious **injury** or **sickness** of any relative, business partner or co-director of the **Insured** Person who is under the age of eighty-five (85) years;
3. Any unforeseen circumstances outside the control of the **Insured** Person not otherwise excluded.

Definitions

INJURY OR SICKNESS is one which requires treatment by a medical practitioner and which precludes the Insured Person or other persons from undertaking the **Insured travel**.

RELATIVE means the Insured Person's spouse, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé, fiancée, half-brother or half-sister.

SERIOUS INJURY OR SICKNESS is a condition which a person is not receiving treatment for or advice for treatment at the date of payment of **Insured travel**. Such serious **injury** or **sickness** must require a medical practitioner to certify the attendance of the **Insured** Person is necessary for the health of or treatment of that person.

UNEXPECTED DEATH means death which occurs fortuitously and does not include the death of a terminally ill person unless the death is caused by any other reason.

SUB SECTION 5 – KIDNAP, DETENTION, EXTORTION AND RANSOM

Extent of cover

1. If an **Insured** Person is kidnapped, hijacked, illegally detained or receives an extortion threat during the period of insurance, whilst engaged on **Insured travel** within the Territorial Limits, **we** will reimburse **you** for **your** Ultimate Net Loss, but not exceeding the amount stated in the **schedule**, for any one kidnapping, detention or extortion in any one period of insurance.
2. Your Ultimate Net Loss includes any monetary loss which is incurred by **you** for the delivery of services or property in order to secure the resolution of a kidnap, detention or extortion incident. Such expenses include:
 - 2.1 Reasonable fees and expenses of 360 Assist or other independent negotiators authorised by **us** or 360 Assist as a result of any damage; or
 - 2.2 any other direct expenses which are reasonable in amount and necessarily incurred by **you** for the purpose of investigating, negotiating or paying a ransom demand or recovering the **Insured** Person, but not including any expenses, fees or damages incurred as a result of any proceedings brought against **you** arising out of such a demand or any losses or damages caused or claimed to be caused by way of interruption to any business.

Definitions

KIDNAP means the actual or alleged taking away of an **Insured** Person against the person's will, usually to hold the person in false imprisonment without legal authority for the purpose of demanding ransom.

DETENTION means the holding under duress of an **Insured** Person. This includes being held illegally by militias, militants or governments without legal justification. **Detention** also includes being held hostage as part of hijacking, which is the capture by force of any building, aircraft, motor vehicle, railroad train or waterborne vessel on which the **Insured** Person is located within.

EXTORTION means a physical threat to an **Insured** Person for demand of ransom.

RANSOM means cash and/or marketable goods surrendered by or on behalf of the **Insured** in connection with a kidnap, detention or extortion incident.

Conditions

1. You must take all reasonable precautions to protect the confidentiality of the cover provided under this Section.
2. **We** have contracted a professional intermediary and negotiator, 360 Assist, for you, who should be involved in dealing with any kidnapper and their details are included in this Section.
3. In the event of the reported kidnapping of an **Insured** Person, **you** shall make every reasonable effort to determine positively that the **Insured** Person has been **kidnapped, detained** or is the recipient of an **extortion** threat and record the serial number of any currency paid to secure the **kidnapped** person's release.
4. No monies will be payable by **us** unless ransom monies have been paid by you.

5. You must do all things necessary to prosecute any person who has acted fraudulently or in collusion with any other person with respect to a **kidnap, detention or extortion** threat against an **Insured Person**.
6. In the event of a **kidnapping, detention or extortion** threat, **you** must make every reasonable effort to give immediate notice to 360 Assist and us.
7. You must make every reasonable effort to notify any relevant law enforcement agency of any demand for ransom prior to the payment of any ransom monies and you must comply with the recommendations and instructions issued by any law enforcement agency if this appears to be in the best interest of the **kidnapped** person. **you** must also comply with the recommendations and instructions issued to **you** by 360 Assist.

360 Assist

In order for a claim for reimbursement for a **kidnap, detention or extortion** incident to be approved, 360 Accident & Health Pty Ltd authorised security and political assistance company, 360 Assist, must be involved (where practical) in the incident resolution process. 360 Assist is able to act as an intermediary or negotiator for you and can offer advice to **you** on dealing with an incident.

To contact 360 Assist, call: +61 2 8016 9273.

360 Assist provides a 24 hour, 365 day emergency service offering protection, planning and intelligence vital for the safety and security of all clients.

SUB SECTION 6 - EXTRA TERRITORIAL WORKERS' COMPENSATION

Extent of cover

We will indemnify you against your liability occurring whilst the Insured Person is on Insured travel during the period of insurance to pay:

1. Compensation benefits payable under any Workers' Compensation Legislation which provides compensation to injured workers or their dependants for death, personal **injury** or occupational disease arising out of or in the course of employment;
2. Damages at law (but not where entitlement arises solely under any statute) arising out of the death, **injury** or occupational disease suffered by an **Insured Person** as a result of an accident or occurrence happening during the period of insurance;

but subject to the Conditions set out below:

1. This Sub Section 6 only applies with respect to **Insured Persons** who are **your** employees and with respect to persons who are deemed by any applicable Workers' Compensation Legislation to be workers employed by you, who are employed within Australia in a managerial, clerical, administrative, technical or sales capacity and whose employment or engagement is to be performed substantially within Australia.

2. You must maintain an in-force policy of insurance for Australian Workers' Compensation Insurance as required by the law of any State or Territory which applies to the employment of employees by you.
3. This Sub Section 6 only applies whilst an **Insured** Person is working on a temporary basis outside the State or Territory in which his or her usual place of employment or employment base is located.

Definitions

TEMPORARY EMPLOYMENT means employment in relation to **Insured travel** which does not exceed six (6) months.

Limit of liability

We shall not pay under this Sub Section 6 more than the amount of compensation and damages with respect to any one **Insured** Person stated in the **schedule** and **we** shall not pay with respect to all compensation, damages, costs and expenses with respect to all claims arising during the period of insurance with respect to all **Insured** Persons more than the aggregate Limit of Liability set out in the **schedule**.

The indemnity provided under this Sub Section 6 shall be further limited as follows:

1. In the case of a claim for compensation benefits to the difference between the amount so payable and the amount which the **Insured** Person or his or her dependants are entitled to claim under any Workers' Compensation legislation which **you** were required to effect as described above, but not to exceed the amount stated in the **schedule** for all claims for compensation with respect to any one **Insured** Person and with respect to all **Insured** Persons during the period of insurance.
2. In the case of a claim for damages at common law, the difference between the damages and law costs payable by **you** and the amount of indemnity to which **you** would have been entitled under any Workers' Compensation Legislation which you were required to effect as described above, but not to exceed the amount stated in the **schedule** for all damages payable with respect to the death, **injury** or occupational disease of any one **Insured** Person and with respect to the death, **injury** or occupational disease of all **Insured** Persons occurring during the period of insurance.

Conditions

1. You must make available to **us** all information and documentation in **your** possession relating to any claim submitted by any **Insured** Person.
2. You must authorise **your** Workers' Compensation Insurer or Insurers upon request to make available to **us** all such information and documentation as **we** may reasonably require.

SUB SECTION 7 - HIRE CAR EXCESS EXPENSES

Extent of cover

We will indemnify the **Insured** Person against any excess or deductible payable under that policy of insurance arising out of loss or damage sustained to the Rental Vehicle during the rental period, not exceeding the Sum **Insured** stated in the **schedule** provided:

1. An **Insured** Person hires a Rental Vehicle from an organisation whose business is to rent rental vehicles in the course of **Insured travel** for the purpose of **Insured** business;
2. As part of the hiring arrangement the **Insured** Person effects all insurance (except the excess buy-back) offered by the rental organisation, whether discretionary or mandatory, against loss or damage to the vehicle during the rental period;
3. The **Insured** Person complies with all requirements of the rental organisation under the hiring agreement and of the Insurer under such insurance.

SUB SECTION 8 - PERSONAL LIABILITY

Extent of cover

We will indemnify the **Insured** Person for his or her legal liability to pay compensation arising out of death, bodily **injury** or illness of another person or arising out of damage to property of another person happening during the **period of insurance** arising out of an **occurrence** and whilst the **Insured** Person is engaged on **Insured travel**. **We** will also pay all legal costs and expenses incurred by **us** or by the **Insured** Person with our prior consent in the defence of any claim. **We** will pay **you** up to the sum **Insured** as specified in the **Schedule** of Benefits for each and every occurrence.

For the purpose of the Sum **Insured**, all occurrences or series of occurrences arising out of the one original cause shall be deemed to be the one event.

Definitions

OCCURRENCE means an event which results in bodily **injury** or illness or property damage, neither expected from the **Insured** Person's standpoint. Bodily **injury** and illness means **injury, sickness, disease** or disability including death.

SUB SECTION 9 - EVACUATION COVER AND PERSONAL SAFETY

Extent of cover

1. If an **Insured Person**, whilst engaged on **Insured travel** (outside Australia) during the period of insurance, is in a country or region that Australian officials recommend certain categories or persons (which include the **Insured Person**) in that country or region should leave because of a:
 - a. security threat such as insurrection, war, rebellion, civil unrest or political instability, or
 - b. a natural disaster such as earthquake, cyclone, flooding or volcanic eruption,
 after the **Insured Person** has arrived in the country or region and it is unsafe for the **Insured Person** to remain in the country or region,

We will pay:

- 1.1. the cost of evacuating the **Insured Person** to the nearest place of safety, and the reasonable cost of accommodation, up to a maximum of five hundred dollars (AUD 500) per day any one **Insured Person** to a maximum of fourteen (14) days any one event; or
- 1.2. when necessary, the reasonable cost of returning the **Insured Person** to their country of domicile if commercial flights are unavailable; or if commercial flights are available the cost will be limited to a direct business class flight; and
- 1.3. provided the evacuation is authorised by 360 Accident & Health Pty Ltd or 360 Assist.
2. If an **Insured Person**, whilst engaged on **Insured travel** (outside Australia) during the period of insurance, is in an emergency situation where their personal safety and security is at risk, **we** will provide assistance where possible and pay the reasonable and necessary expenses incurred for each **Insured Person**. The emergency situation must be unforeseen and outside the control of the **Insured Person** and the expenses must be authorised by 360 Accident & Health Pty Ltd or 360 Assist.

However **we** will not pay:

1. In excess of two hundred and fifty thousand dollars (AUD 250,000) for any one evacuation or emergency situation for all persons covered under the policy.

360 Assist

360 Assist is 360 Accident & Health Pty Ltd International Safety, Security and Emergency Management Consultant specialising in medium to high risk environments. They provide 24 hour, 365 day assistance.

In the Event of an emergency evacuation or situation whilst travelling it is recommended you contact our authorised security & political assistance company, 360 Assist for advice and management of the evacuation or situation.

To contact 360 Assist, call: +61 2 8016 9273.

In the event of a pre-travel non-emergency enquiry **you** can also contact 360 Assist who can assist **you** with many pre-travel services including:

- Security and emergency information including health, entry/exit, political, risk, weather and safety in any destination around the world.
- Emergency management planning
- Employee training
- Security design and project management
- Protection in real time situations of personal danger and threats.
- Travel reports or web-based travel guides

Their contact details are as follows:

+61 2 8016 9273

360assist@ausassistance.com.au

SUB SECTION 10 – SPECIFIED SICKNESS

Extent of cover

If, during the period of insurance and whilst the **Insured** Person is on overseas travel authorised by the Insured, the **Insured** person dies within the first thirty-one (31) days of the journey solely and directly as a result of a specified **sickness**, **we** will pay a benefit of \$50,000 or the lesser amount shown on the **schedule**.

Definitions

SPECIFIED SICKNESS means a:

- a. myocardial infarction (heart attack); or
- b. cardiac arrest; or
- c. pulmonary embolism; or
- d. stroke; or
- e. malaria; or
- f. dengue fever;

which is not a **pre-existing condition** and which first became apparent after the commencement of the **Insured travel**.

Exclusions

Applying to all sections

No compensation is payable under this Policy for any **Insured** Event resulting from **injury**:

1. which is deliberately self-inflicted or caused by you, including suicide or attempted suicide whether sane, insane or under any mental distress;
2. which occurs as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority;
3. which results from **you** engaging in air travel except as a passenger in any properly licensed aircraft;
4. which results from **you** engaging in or taking part in naval, military or air force service or operations;
5. which results from you engaging in or taking part in or training for professional sports of any kind;
6. which is attributable wholly or partly to childbirth or pregnancy or the complications of these;
7. which occurs as a result of the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
8. which is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection. Not applicable to Section G
9. which results from a criminal or illegal act committed by you;
10. which results from **you** being under the influence of alcohol or an illegal drug or there is more alcohol or drugs in **your** blood than the law permits;
11. which results from any **pre-existing condition** (as defined);
12. which results from any code of football.
13. which results from losses arising from nuclear, chemical or biological terrorism;
 - a. terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:
 - b. influence a government or any political division within it for any purpose, and/or
 - c. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose;
14. which results from racing and/or time trials of any form, other than on foot.

Applying to section B only

No compensation is payable under this Policy in the event that the **MIPS** member's healthcare practitioner board/s registration/s has/have been cancelled following **injury** or **sickness** where the decision of the Board/s is based on the:

1. Chronic disease of a member.
 - Chronic disease of a member means;
cancer, diabetes, asthma and chronic lung disease, disorders of mental health (including Alzheimers and Parkinsons Disease), arthritis, vascular disease including ischaemic heart disease, urological disease and degenerative conditions of the; eye (or eyesight), voice or speech, central or peripheral nervous system or musculoskeletal system
2. Use of alcohol or drugs of addiction or other agents by the member;
3. or where there is a finding that;
4. The member has engaged in unprofessional conduct;
5. The member has engaged in criminal conduct;
6. Finding that the member's professional performance is unsatisfactory.
7. Cancellation of a members registration due to an **injury** or **sickness** that results in their death within 12 months of the date of cancellation.

Applying to section G – Communicable & tropical diseases only

We will not pay for any claim:

1. If **you** were diagnosed with communicable or Tropical disease prior to membership and / or at inception of this policy.
2. If **you** are entitled to workers compensation as a result of the **injury**.

Applying to section J – Travel protection only

SUB SECTION 1 – MEDICAL EXPENSES

We shall not pay for any medical or other expenses which:

1. Result from the **Insured** Person engaging in or taking part in or training for any professional sports of any kind;
2. Are incurred in relation to any condition which was known would require treatment during the period of **Insured travel**;
3. Are recoverable by you or by the **Insured** Person from any other source to the extent to which they are so recoverable.
4. Are incurred when the **Insured** Person has travelled against the advice of a physician or when the **Insured** Person is unfit to undertake the journey.

SUB SECTION 2 – ADDITIONAL EXPENSES

We will not pay for any expenses:

1. Consequent upon the **Insured** Person or any other person engaging in or taking part in or training for any professional sports of any kind;
2. Caused directly or indirectly by:
 - 2.1 cancellation, curtailment or diversion of **scheduled** public transport services, including strikes, if there had been prior warning before the date of commencement of the particular **Insured travel** that such events were likely to occur during the period of insurance;
 - 2.2 carrier-caused delays where the cost of the expenses is recoverable from the carrier;
 - 2.3 any business or financial contractual obligations of the **Insured** Person or any other person;
 - 2.4 any change of plans or disinclination of the **Insured** Person or any other person to travel;
 - 2.5 the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or journey.
3. Which are incurred when the **Insured** Person has travelled against the advice of a physician or when the **Insured** Person is unfit to undertake the journey.

SUB SECTION 3 – BAGGAGE, TRAVELLERS' CHEQUES, TRAVEL DOCUMENTS, CREDIT CARDS AND MONEY

We shall not be liable to make any payment under this Section 3 for:

1. Wear and tear, deterioration or losses caused by atmospheric or climatic conditions, mechanical or electrical breakdown, insects, rodents or vermin or by any process of cleaning, repairing, restoring or alteration;
2. Loss, theft or misplacement not reported within twenty-four (24) hours to the police or responsible officer of any aircraft, vehicle or vessel on which the **Insured** Person is travelling. All such reports must be verified by a written statement from that authority;
3. Loss of credit cards, travellers' cheques, travel documents, cheques, postal or money orders or petrol coupons unless reported to the issuing authority as soon as possible after discovery;
4. Loss or damage to unaccompanied baggage and personal effects unless collected from the **Insured** Person by a carrier in order to be taken on the **Insured travel**;
5. Loss or damage of any goods over five thousand dollars (AUD 5,000) that are intended for use in connection with any trade, business or occupation unless otherwise specified in the **schedule**;
6. Personal Computers including laptops, cameras and camera equipment, and all electronic equipment including mobile phones, personal digital assistants (PDA), electronic organisers, palm pilots and other hand held computers:
 - a. where theft or attempted theft occurs whilst such equipment is unattended unless securely locked inside a building or securely locked out of sight inside a motor vehicle;
 - b. whilst carried in or on any aircraft, aerial device, waterborne vessel or craft unless they accompany **you** or one of **your** employees as personal cabin baggage;
 - c. for the first two hundred and fifty dollars (AUD 250) of each and every loss.

7. Loss or damage occurring through confiscation by quarantine, customs regulations or by order of any Government or Public Authority or losses due to devaluation of currency;
8. Loss of money in excess of the amount allowed by any applicable currency regulation at the time of commencement of the **Insured travel**;
9. Any item which is recoverable by **you** or by the **Insured** Person from any other source to the extent to which they are so recoverable. eg. airline tour operators or other domestic or travel insurance policies.

SUB SECTION 4 – LOSS OF DEPOSITS AND CANCELLATION CHARGES

We shall not be liable for loss of expenses caused by:

1. Any person engaging in or taking part in or training for professional sports of any kind;
2. Carrier-caused delays that are recoverable from the carrier;
3. Any business or financial contractual obligations;
4. Any changes of plans or disinclination to travel;
5. The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or journey.
6. Death of a relative with a known short life span as a consequence of a **sickness**.

SUB SECTION 5 – KIDNAP, DETENTION, EXTORTION AND RANSOM

We shall not be liable to pay for:

1. Any monies by way of reimbursement where, with respect to the particular **Insured** Person:
 - 1.1 this type of insurance has been declined in the past;
 - 1.2 this type of insurance has been cancelled or issued with special conditions in the past;
 - 1.3 a kidnapping or attempted kidnapping has occurred in the past;
 - 1.4 an extortion demand has been made against that **Insured** Person in the past;
2. Any monies in excess of \$250,000 with respect to a kidnapping occurring in Mexico or any country located in Central or South America.
3. Any more than the amount stated in the **schedule** for any one kidnapping or series of kidnappings, inclusive of monies paid by way of Ultimate Net Loss and expenses, arising out of one event.

SUB SECTION 6 – EXTRA TERRITORIAL WORKERS' COMPENSATION

There is no indemnity with respect to exemplary, punitive or aggravated damages.

SUB SECTION 7 – HIRE CAR EXCESS EXPENSES

We shall not be liable to pay any monies with respect to any loss or damage:

1. Caused or contributed to by the operation of the vehicle in breach of the provisions of the hiring agreement;
2. To any commercial vehicle, truck or vehicle aged more than twenty (20) years;
3. Which is not indemnifiable under the insurance offered by the rental organisation because of the application of an exclusion clause.

SUB SECTION 8 – PERSONAL LIABILITY

We shall not be liable for claims arising from:

1. Death, bodily **injury** or illness to or loss of or damage to property owned by or in the control of:
 - 1.1 the **Insured** Person or members of his or her **family** ordinarily residing with him or her;
 - 1.2 any employee of the **Insured** Person arising out of or during the course of their employment.
2. The business, trade or professional activities of the **Insured** Person.
3. The ownership, possession or use of mechanically propelled vehicles, aircraft, aerial devices or watercraft powered by motor excluding golf buggies and wheelchairs.
4. And related to exemplary, punitive or aggravated damages.

SUB SECTION 9 – EVACUATION COVER AND PERSONAL SAFETY

We shall not be liable for claims arising from any:

1. Expenses other than emergency, conveyance or accommodation expenses as outlined above;
2. Expenses related to evacuation out of a country which **you** have travelled to after The Australian Department of Foreign Affairs and Trade has issued a Travel Warning which recommends that travellers do not undertake travel at all, i.e. Level 4. Such Travel Warning information can be acquired by contacting the Australian Embassy in the country travel is anticipated or the Australian Foreign Affairs and Trade department in Canberra.
3. Expenses related to evacuation out of a country or a region which **you** have remained in after The Australian Department of Foreign Affairs and Trade has issued a Travel Warning which recommends that travellers should leave the area and such warning or recommendation has been ignored. Such Travel Warning information can be acquired by contacting the Australian Embassy in the country travel is anticipated or the Australian Foreign Affairs and Trade department in Canberra.

SUB SECTION 10 – SPECIFIED SICKNESS

We shall not be liable for claims arising from:

1. Any **pre-existing condition** or any specified **sickness** as a side effect or related to a **pre-existing condition**;
2. A journey within the **Insured** person's country of residence or where the journey did not originate from Australia;
3. Any person aged 65 years or over.

Governing law and jurisdiction

This policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this policy shall be resolved in accordance with the laws of Australia.

Contact us

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