

Important notification

The benefits of your MIPS membership have been updated effective 1 July 2026

This document summarises the key changes to your MIPS membership benefits, including the terms of the Indemnity Insurance Policy (Policy) you are entitled to access as part of your MIPS membership. It does not form part of the Policy. You should read the **Member Handbook** and your **Member Benefit Statement** for all the terms, conditions, limits, and exclusions of the cover offered with your MIPS Membership and consider if this product will continue to meet your needs.

Unless otherwise indicated, capitalised terms in this Notice of Change have the same meaning given to them in the definitions set out in Section 2 of the Product Disclosure Statement.

Product Disclosure Statement (PDS)

MIPS and MIPS Insurance	Changes have been made in the PDS to clarify: <ul style="list-style-type: none">the relationship between MIPS (Medical Indemnity Protection Society Ltd, ABN 64 007 067 281, AFSL 301912) and MIPS Insurance Pty Ltd (ABN 81 089 048 359, AFSL 247301) (MIPSi);your rights as a third-party beneficiary to the master insurance policy held by MIPS for the benefit of MIPS members with MIPSi (the Policy).
What you need to tell us	You will be asked about your Ahpra registration, scope of practice, billings, qualifications, supervision requirements and employer indemnity arrangements. You are required to keep this information accurate and up to date throughout your membership, as it may affect your membership classification and your entitlement to cover under the Policy.
Accepting and renewing your MIPS Membership	Acceptance and renewal are subject to an assessment of eligibility based on underwriting criteria. MIPS may refuse to offer or renew membership, or may offer membership subject to a risk surcharge and/or special conditions.

Section 02: Indemnity Insurance Policy Civil Liability

Sub-Limits

Sub-limits applicable to certain cover sections have been noted directly within the relevant clause wordings throughout the Policy. These are not new limits, but existing limits made explicit in the clause text for clarity, and include a \$500,000 limit on Legal Costs for criminal matters (Clause 14), a \$100,000 combined limit across employment, training and university disputes, a \$150,000 limit for defamation pursuit (Clause 23), and a \$100,000 limit on personal safety pursuit (Clause 25).

Claims Made and Notified

The claims made and notified requirements for civil liability, professional and disciplinary matters, and pursuit matters have been made more explicit. Cover under these sections now expressly requires that:

- the underlying Incident or provision of Healthcare occurred on or after your Retroactive Cover Date; and
- the matter was notified to Us during the Policy Period.

Clause 6. Telehealth consultations

Current Clause

Unless otherwise agreed in writing by Us, Telehealth is only covered where:

- 6.1 it is provided in accordance with any Telehealth-related guidelines and requirements of Ahpra that were in force at the time of the Telehealth consultation; and
- 6.2 at the time of the telehealth consultation:
 - a. You and the Patient were in Australia; or
 - b. You were outside of Australia, but only if You had been outside Australia for less than 120 days in the aggregate during the Policy Period and the Patient was in Australia at the time the Healthcare was provided; or
 - c. the Patient had been outside Australia for less than 90 days and You were in Australia at the time the Healthcare was provided; and
 - d. neither You nor the Patient were in the USA or anywhere USA law applies.
- 6.3 In the case of the use of Asynchronous Telehealth:
 - a. there was a pre-existing real-time clinical relationship between You (or a doctor from Your practice) and the Patient; and
 - b. there is the capability to see and/or hear the patient in real time.

New Clause

Unless otherwise agreed in writing by Us, Telehealth is only covered where:

- 6.1 At the time of the telehealth consultation:
 - a. You and the Patient were in Australia; or
 - b. You were outside of Australia, but only if You had been outside Australia for less than 120 days in the aggregate during the Policy Period and the Patient was in Australia at the time the Healthcare was provided; or
 - c. the Patient had been outside Australia for less than 90 days and You were in Australia at the time the Healthcare was provided; and
 - d. neither You nor the Patient were in the USA or anywhere USA law applies.
- 6.2 In the case of the use of Asynchronous Telehealth:
 - a. there was a pre-existing real-time clinical relationship between You (or a doctor from Your practice) and the Patient; or
 - b. You practice in Pathology, Radiology, Nuclear Medicine or Dermatology, and You read or analyse samples or images for diagnostic purposes.
- 6.3 It is provided in accordance with Clause 11.

Clause 11. Independent Medical Examinations

Current Clause

- 11.1 Where You are a member conducting an Independent Medical Examination via Telehealth on a Patient who is physically located in Australia; and
- 11.2 Where the Independent Medical Examination of the Patient is conducted as part of a claim, application, dispute, proceeding, hearing, or process made under Australian law or an Australian compensation scheme, or is being pursued or defended in an Australian Court or Tribunal; and
- 11.3 Where You either provide Independent Medical Examinations as a sole trader who does not employ or engage any other staff, or are engaged to provide independent medical examinations through an Australian-based company; and
- 11.4 Coverage is subject to clause 2.2

New Clause

- 11.1 Where You are conducting an Independent Medical Examination via Telehealth or in person on a Patient; and
- 11.2 Where the Independent Medical Examination of the Patient relates to any physical or psychological harm that first occurred in Australia and is conducted as part of a claim, application, dispute, proceeding, hearing, or process made under Australian law or an Australian compensation scheme, or is being pursued or defended in an Australian Court or Tribunal; and
- 11.3 Where You either provide Independent Medical Examinations as a sole trader who does not employ or engage any other staff, or are engaged to provide Independent Medical Examinations through an Australian-based company.

Clause 27. Review of restrictions, reprimands or findings on registration

Current Clause

27. Removal of restrictions on registration

- 27.1 Assisting and representing You in an application or request to a registration body to remove restrictions on Your Ahpra registration.
- 27.2 Assistance and representation under Clause 27.1 will only be provided where:
 - a. We believe there are reasonable grounds to request the removal; and
 - b. the restrictions that were imposed on Your registration arose from a Claim that was accepted by MIPS.

New Clause

27. Review of restrictions, reprimands or findings on registration

- 27.1 Assisting and representing You in an application or request to a registration body to review, amend or remove restrictions, reprimands or findings on Your Ahpra registration.
- 27.2 Assistance and representation under Clause 27.1 will only be provided where:
 - a. We believe there are reasonable grounds to request the review, amendment or removal; and
 - b. the restrictions, reprimands or findings that were imposed on Your registration arose from a Claim that was accepted by MIPS.

Clause 29. Human rights or equal opportunity complaint

Current Clause

New

New Clause

- 29.1 In addition to the Legal Costs cover under Clause 12, We will cover Your legal liability for the cost of compensation or damages where a complaint is brought against You before a human rights or equal opportunity commission, and notified to Us during the Policy Period, where:
- 29.1.1 the circumstances of the complaint arose after the Retroactive Cover Date;
 - 29.1.2 the complaint is resolved through a statutory conciliation process; and
 - 29.1.3 the complaint is connected with the following:
 - a. Your provision of Healthcare; or
 - b. Your employment or prospective employment of an employee or contracted staff member that was/is/will be engaged to assist You in Your practice as a Healthcare Practitioner.
- 29.2 This cover is subject to a sub-limit of \$15,000 which is the maximum MIPS Insurance will pay under this clause.

Clause 30. Contagious disease

Current Clause

29. Contagious disease

- 29.1 If You are first diagnosed during the Policy Period with Human Immunodeficiency Virus (HIV), Hepatitis B, Hepatitis C, Extremely Drug-Resistant Tuberculosis (XDR TB), Multidrug-Resistant Tuberculosis (MDR TB) or New Delhi metallo-enzyme enterococci (NDM-1) We will pay You \$25,000 if You:
- a. retire due to disability; or
 - b. significantly revise Your practice or significantly train or re-train to enable You to continue to practise Healthcare.
- 29.2 If We make a payment to You under Clause 29.1, Your cover under this clause will cease and will not be reinstated in a subsequent Policy Period.
- 29.3 This cover does not apply:
- a. where You notify us more than 24 months after You knew or ought to have reasonably known about Your diagnosis; or
 - b. if You are diagnosed within three months of Your Commencement Date; or
 - c. if You refuse to undergo any tests which We reasonably request to verify the diagnosis, or if such tests do not verify the diagnosis

New Clause

30. Contagious disease

- 30.1 If You are first diagnosed during the Policy Period with Human Immunodeficiency Virus (HIV), Hepatitis B, Hepatitis C, Extremely Drug-Resistant Tuberculosis (XDR TB), Multidrug-Resistant Tuberculosis (MDR TB) or New Delhi metallo-enzyme enterococci (NDM-1), and You notify Us of Your diagnosis during the Policy Period, MIPS Insurance will pay You \$100,000 if You:
- a. retire due to disability; or
 - b. significantly revise Your practice or significantly train or re-train to enable You to continue to practise Healthcare.
- 30.2 If MIPS Insurance make a payment to You under Clause 30.1, Your cover under this clause will cease and will not be reinstated in a subsequent Policy Period.
- 30.3 This cover does not apply:
- a. where You notify Us more than 24 months after You knew or ought to have reasonably known about Your diagnosis; or
 - b. if You are diagnosed within three months of Your Commencement Date; or
 - c. if You refuse to undergo any tests which We reasonably request to verify the diagnosis, or if such tests do not verify the diagnosis.

Clause 31. Employer indemnified member

Current Clause

New

New Clause

- 31.1 If the practice basis listed on Your Member Benefit Statement states that your practice is employer indemnified, We will only insure You:
- a. under Clauses: 12-27, 29 and 30 of the Policy; and
 - b. for matters relating solely to professional, disciplinary, regulatory, statutory, employment, and pursuit matters specified in the above clauses. For the avoidance of doubt, no cover is provided for civil liability under this practice basis; and
 - c. where You were acting within the course and scope of Your employment and not undertaking work in a separate self-employed or contractor capacity.

What we do not cover – general exclusions

Exclusion Structure

The previous two-part structure (separate general exclusions and civil liability exclusions) has been consolidated into a single exclusions section. Exclusions that apply only to civil liability matters (Clauses 4-11) are now identified with a specific carve-back within each relevant exclusion clause.

The following changes are drawn to your attention:

Clause 34. Breach of registration, conditions, lack of qualifications or appropriate facility

Current Clause

Unless in relation to an emergency, Healthcare provided by You:

- 32.1 while You are not registered to practice or do not have the appropriate and recognised registration, training, qualifications and/or experience to provide that Healthcare (including without required supervision) and/or supervision of the Healthcare provided by others; or
- 32.2 that is in breach of any conditions or restrictions imposed on You or Your practice (whether by consent or otherwise) by Ahpra, any registration or regulatory body, any court/tribunal, Your employer, an educational body, Healthcare facility, supervisor or MIPS; and
- 32.3 that gives rise to a request for indemnity under this Policy due to a breach of any specific conditions, or restrictions imposed on You or Your practice, by any registration or regulatory body, Your employer, educational body, Healthcare facility or supervisor; or
- 32.4 in a facility or organisation that does not hold appropriate accreditation and/or licensing, or where You are aware that the facility does not have appropriate access to resources for the Healthcare You provide.
- 32.5 Clauses: 32.1-32.4 also apply to any Gratuitous Services You provide.
- 32.6 In relation to Clauses: 32.1 and 32.3, conditions or restrictions imposed in Australia will be deemed by MIPS to apply to Your practice outside of Australia.

New Clause

Unless in relation to an emergency, Healthcare provided by You:

- 34.1 while You are not registered to practice or do not have the appropriate and recognised registration, training, qualifications and/or experience to provide that Healthcare (including without required supervision) and/or supervision of the Healthcare provided by others; or
- 34.2 that in Our reasonable opinion, is in breach of any conditions or restrictions or scope of practice imposed on You or Your practice (whether by consent or otherwise) by Ahpra, any registration or regulatory body, any court/tribunal, Your employer, an educational body, Healthcare facility, supervisor or MIPS; and
- 34.3 that gives rise to a request for indemnity under the Policy due to a breach of any conditions or restrictions referred to in Clause 34.2; or
- 34.4 in a facility or organisation that does not hold appropriate accreditation and/or licensing, or where You are aware that the facility does not have appropriate access to resources for the Healthcare You provide.
- 34.5 In relation to Clauses: 34.1 and 34.3, conditions or restrictions imposed in Australia will be deemed by MIPS to apply to Your practice outside of Australia.

Clause 39. Defamation

Current Clause

- 37.1 For defamation, libel or slander committed or allegedly committed by You, other than when arising from Clause 8.

New Clause

- 39.1 For defamation, libel or slander committed or allegedly committed by You, other than when arising from Clause 8 or Clause 23.

Clause 42. Clause Indemnity elsewhere

Current Clause

40.1 For which You are entitled to indemnity from or have the benefit of an indemnity arrangement with any other entity including an employer, insurer, government agency, university, hospital, or education provider.

New Clause

42.1 To the extent allowed by law, for which You are entitled to indemnity from or have the benefit of an indemnity arrangement with any other entity or person including an employer, insurer, government agency, university, hospital, or education provider.

Clause 45. Public Liability

Current Clause

43.1 Any personal injury not arising from the provision of Healthcare; or
43.2 the ownership, use, occupation or state of premises, or the contents of such premises, or anything done or omitted to be done in respect of the state of any premises owned/used/occupied by You

New Clause

45.1 Any bodily injury, shock, fright illness, disease, disability, mental anguish, mental injury or death not arising from the provision of Healthcare; or
45.2 the ownership, use, lease, occupation or state of premises, or the contents of such premises, or anything done or omitted to be done in respect of the state of any premises owned/used/leased/occupied by You; or
45.3 any damage to or destruction of tangible property including any resulting loss of use of that property or any other tangible property.

Clause 46. Product Liability

Current Clause

44.1 Arising out of the design, manufacture, invention, creation, commercial distribution, or sale of any goods or product including any commercial advice and training in relation to the design, manufacture, invention, or creation of any goods or product, including in relation to clinical trials or research projects.
44.2 Where You have personally designed, manufactured, invented, or created any goods or product, we will not cover you in relation to any Claims where you have also prescribed, recommended, promoted, used, or endorsed those goods or product.

New Clause

46.1 Arising out of the design, manufacture, invention, creation, commercial distribution, advertising, promotion or sale of any goods or product including any commercial advice and training in relation to the design, manufacture, invention, or creation of any goods or product, including in relation to clinical trials or research projects.
46.2 Where You have personally designed, manufactured, invented, or created any goods or product, We will not cover you in relation to any Claims where you have also prescribed, recommended, promoted, used, advertised or endorsed those goods or product.

General Conditions

Your duty to cooperate

Current Clause

We require You to cooperate fully with Us, Our investigators, authorised third parties and legal representatives. We require this cooperation to the extent reasonably necessary for Us to assess and manage the defence or representation of the Claim of which We have assumed conduct in Your name or on Your behalf. We also require You to provide Us with accurate information, including Your correct gross billings/salary for Your practice that is not employer indemnified, and by informing Us when this changes. If You do not fully cooperate or provide accurate information as requested, We may cease to incur any additional Legal Costs, reduce Our liability under this Policy (possibly to nil) and/or cancel Your MIPS membership. If Your non-disclosure is fraudulent, We may be entitled to treat Your membership as it never existed.

New Clause

We require You to cooperate fully with Us, Our investigators, authorised third parties and legal representatives. This includes that You must:

- Provide a full and truthful account of relevant facts.
- Provide any relevant information or documents in your possession that We (or Our investigators, authorised third parties or legal representatives) ask for.
- Execute any documents We (or Our investigators, authorised third parties or legal representatives) ask You to.
- Attend any meetings that We (or Our investigators, authorised third parties or legal representatives) ask You to.
- Follow any advice of the lawyer/s We appoint to act on Your behalf.

We require this cooperation to the extent reasonably necessary for Us to assess and manage the defence or representation of the Claim of which We have assumed conduct in Your name or on Your behalf. We also require You to provide Us with accurate information, including Your correct gross billings/salary for Your practice that is not employer indemnified, and by informing Us when this changes. If You do not fully cooperate or provide accurate information as requested, We may cease to incur any additional Legal Costs or reduce Our liability under the Policy (possibly to nil).

Legal Costs and consent

Current Clause

Legal Costs will only be covered if Our written consent (which will not be unreasonably withheld) is obtained before the costs are incurred. The costs of any appeal will not be covered unless We have given written consent for pursuing an appeal before it is commenced. If an Incident is only partially covered under this Policy, We will determine a reasonable allocation of Legal Costs which are covered under this Policy.

New Clause

Legal Costs will only be covered if Our written consent (which will not be unreasonably withheld) is obtained before the costs are incurred. The costs of any appeal will not be covered unless We have given written consent for pursuing an appeal before it is commenced.

If a Claim is only partially covered under the Policy, We will determine a reasonable allocation of Legal Costs which are covered under the Policy.

Where We appoint a lawyer or other person to act on Your behalf, that person is engaged by Us to provide services to MIPS and not to You for the purpose of Goods and Services Tax (GST). Any GST input tax credit relating to the services provided by the lawyer or other person may be claimed by Us.

Definitions

Claim

Current Clause

Claim means any request for indemnity that is covered under this Policy in relation to an Incident.

We regard each of the following as a single Claim:

- All Claims arising from Your provision of Healthcare to any one Patient.
- All Claims arising from Your provision of Healthcare to any one childbearing person and their unborn child/children or newly born child/children.
- All Claims by one or more claimants arising from any one Incident or any one series of related Incidents arising from Your provision of Healthcare.
- All such Claims constituting a single Claim will be deemed to have been first made on the date on which the earliest single Claim was first made, regardless of whether such date is before or during the Policy Period.

New Clause

Claim means, as the context requires, any:

- demand for compensation made against You, while you hold a current MIPS membership, in relation to an Incident; or
- request for indemnity in relation to a Claim or matter that is covered under the Policy.

We regard each of the following as a single Claim:

- All Claims arising from Your provision of Healthcare to any one Patient.
- All Claims arising from Your provision of Healthcare to any one childbearing person and their unborn child/children or newly born child/children.
- All Claims by one or more claimants arising from any one Incident or any one series of related Incidents arising from Your provision of Healthcare.
- All such Claims constituting a single Claim will be deemed to have been first made on the date on which the earliest single Claim was first made, regardless of whether such date is before or during the Policy Period.

Excess

Current Clause

New

New Clause

Excess means the amount of money You must contribute or bear for each Claim covered under the Policy. Excess is costs-inclusive, meaning You must pay the Excess amount towards any payment of compensation, settlement, or Legal Costs in respect of that Claim.

Incident

Current Clause

New

New Clause

Incident means any actual or alleged act, error, omission or circumstance arising from or in connection with Your provision of Healthcare.

Locum Practitioner

Current Clause

New

New Clause

Locum Practitioner means a Healthcare Practitioner within your category of practice (as described in your Member Benefit Statement) that is engaged by You as an employee or independent contractor to temporarily cover Your practice during Your absence from it.

Run-off

Current Clause

New

New Clause

Run-off means the continuation of indemnity for Claims arising from Healthcare provided by You while previously practicing in Australia, after permanent or temporary cessation of practice (including retirement, maternity leave, sabbatical, or relocation overseas).

Sub-Limit

Current Clause

New

New Clause

Sub-limit means a specific maximum amount set within the Policy or the Member Benefit Statement that applies to selected (or specified clauses) categories, types of events, or areas of cover. If the sub-limit(s) in the Policy and Your Member Benefit Statement are different, the sub-limit(s) noted in Your Member Benefit Statement apply. A sub-limit forms part of, and is not in addition to, the aggregate limit of liability of \$20 million for all Claims notified by You in the Policy Period.

Section 05: Other information you need to know

Other information

A description of any risks associated with holding membership in MIPS have been described here. It relates to the Policy held by MIPS for the benefit of MIPS members with MIPSi, and the risks to you if the Policy held by MIPS lapses or ends during the Policy Period.

Section 06: Membership Classification Guide

Extension of Practice	Endorsements are now referred to as Extension of Practice. Once added, an extension remains on your classification and automatically carries into future membership periods unless you request its removal at renewal.
Medicinal cannabis prescribing	MIPS has updated the Medicinal cannabis prescribing Extension of Practice to clarify that it is required only where you prescribe, or supervise the prescription of, medicinal cannabis products that are not approved by the Therapeutic Goods Administration (TGA) and not included on the Australian Register of Therapeutic Goods (ARTG). This extension is not required where you prescribe Therapeutic Goods Administration (TGA) approved medicinal cannabis products included on the Australian Register of Therapeutic Goods (ARTG).
Run-off	Extended Reporting Period (ERP) is now referred to as Run-off. No substantive change to the terms of run-off cover.

Three new **Rural Generalist** membership categories have been introduced for members holding Ahpra specialist registration in General Practice and a Rural Generalist qualification through ACRRM or RACGP:

Rural Generalist non-procedural	<p>You hold specialist registration in General Practice with Ahpra and you hold specialist qualification as a Rural Generalist through ACRRM or RACGP and you undertake treatments, procedures, or practices most rural generalists commonly undertake.</p> <p>For a list of included activities see 'GP non-procedural' category.</p> <p>This list is not exhaustive.</p>
Rural Generalist procedural	<p>You hold specialist registration in General Practice with Ahpra and you hold specialist qualification as a Rural Generalist through ACRRM or RACGP and perform procedures not covered under the non-procedural category definition and/or procedures usually performed under regional or general anaesthesia, sedation, or neurolept-analgesia. This category should be selected even if such procedures are performed without anaesthesia.</p> <p>For a list of included activities see 'GP procedural' category.</p> <p>This category also includes cover for all activities listed in 'GP non-procedural' category. This list is not exhaustive.</p>
Rural Generalist anaesthetics and/or obstetrics	<p>You hold specialist registration in General Practice with Ahpra and you hold specialist qualification as a Rural Generalist through ACRRM or RACGP.</p> <p>You also hold Royal Australian and New Zealand College of Obstetricians and Gynaecologists (RANZCOG) Associate Training Program (Procedural) (PTP), RANZCOG Associate Training Program (Advanced Procedural) (AFTP), Diploma of the Royal Australian and New Zealand College of Obstetricians and Gynaecologists (DRANZCOG), or you hold Advanced Certificate in Rural Generalist Anaesthesia (ACRGA) or equivalent and you undertake:</p> <p>See 'GP procedural anaesthetic and/or obstetrics' for list of activities.</p> <p>This category also includes cover for all activities listed in the 'GP procedural' and 'GP non-procedural' categories. This list is not exhaustive.</p>

Important: This notice is a summary of the significant changes only. It does not replace the MIPS Member Handbook 2026-27, which contains the full terms and conditions of your cover. Please read your updated Handbook carefully. If there is any inconsistency between this notice and the Handbook, the Handbook prevails.

Professional indemnity insurance is underwritten by MIPS Insurance Pty Limited, which is a wholly owned subsidiary of Medical Indemnity Protection Society (MIPS) and the policy is held on trust by MIPS for the benefit of its members. The information provided here is general advice only. You should consider the appropriateness of the advice having regard to your objectives, financial situation, and needs before taking any action. Please read the Member Handbook, available at www.mips.com.au