

## Important notification

# Your MIPS membership benefits will be updated effective 1 July 2025

## Summary of changes

This document summarises the key changes to the insurance cover provided to you as part of your MIPS membership. It does not form part of your 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.

### Updates to insurance cover wording

#### Section 02: Indemnity Insurance Policy Civil Liability

#### Clause 6. Telehealth consultations

Current Clause	Amended Clause
Unless otherwise agreed in writing by Us, Telehealth is only covered where:	Unless otherwise agreed in writing by Us, Telehealth is only covered where:
<p>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</p> <p>6.2 at the time of the telehealth consultation:</p> <p>a. You and the Patient were in Australia; or</p> <p>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</p> <p>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</p> <p>d. neither You nor the Patient were in the USA or anywhere USA law applies.</p> <p>6.3 In the case of the use of Asynchronous Telehealth:</p> <p>a. there was a pre-existing real-time clinical relationship between You (or a doctor from Your practice) and the Patient; and</p> <p>b. there is the capability to see and/or hear the patient in real time.</p>	<p>6.1 At the time of the telehealth consultation:</p> <p>a. You and the Patient were in Australia; or</p> <p>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</p> <p>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</p> <p>d. neither You nor the Patient were in the USA or anywhere USA law applies.</p> <p>6.2 In the case of the use of Asynchronous Telehealth:</p> <p>a. there was a pre-existing real-time clinical relationship between You (or a doctor from Your practice) and the Patient; and</p> <p>b. there is the capability to see and/or hear the patient in real time.</p> <p>6.3 It is provided in accordance with Clause 11.</p>

## Clause 11. Independent Medical Examinations

### Current Clause

#### NEW

### New 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

## Clause 20. Employment Disputes

### Current Clause

- 19. Employment contracts and credentialling disputes
- 19.1 We provide cover to pursue or defend an Employment Dispute:
  - a. with Your former/current/prospective employer or any other person by whom You were/are/will be engaged as a Healthcare Practitioner that relates to the contract/proposed contract by which You were/are/will be engaged as a Healthcare Practitioner; or
  - b. arising from a contract or proposed contract between a hospital or health service and You relating to Your engagement as an independent contractor or visiting medical officer.
- 19.2 In relation to Clause 19.1
  - c. We will only pay/incur, or continue to pay/incur, Legal Costs of pursuing any complaint where legal advice shows there are reasonable prospects of success.
  - d. In relation to any Claim by You for unpaid remuneration or other monies, We will not pay Legal Costs greater than the amount reasonably sought by You in that Claim, unless We receive legal advice that there are reasonable prospects of recovering those costs, in whole or in part, from the other party.
- 19.3 Where You are a Sole Practitioner,
  - e. defending an Employment Dispute with Your former/current/prospective employee or contracted staff member that relates to the contract or proposed contract under which the employee or staff member was/is/or will be engaged; to assist You in Your practice as a Healthcare Practitioner.

### Amended Clause

- 20. Employment Disputes
- 20.1 We provide cover to pursue or defend an Employment Dispute.
- 20.2 We provide cover to pursue an Employment Dispute where, in the opinion of MIPS, there is a reasonable prospect of success. At the sole discretion of MIPS, a decision about reasonable prospects of success may be informed by legal advice obtained by MIPS.
- 20.3 In relation to Clause 20.2, We will only pay/incur, or continue to pay/incur, Legal Costs of pursuing an Employment Dispute that relates to unpaid remuneration or other monies owed to You up to the value of the unpaid remuneration or other monies reasonably sought by You, and within the sub-limit. Recovery of money and refund of fees is otherwise subject to exclusion Clause 42.

## Clause 21. Workplace bullying or harassment

### Current Clause

- 20.1 Pursuing a complaint where You are a victim of workplace bullying or harassment where Your employer/workplace is unable or unwilling to assist.
- 20.2 In relation to Clause 20.1, We will only pay/incur, or continue to pay/incur, Legal Costs of pursuing any complaint where legal advice shows there are reasonable prospects of success.

### Amended Clause

- 21.1 Pursuing a complaint where You are a victim of workplace bullying or harassment where Your employer/workplace is unable or unwilling to assist.
- 21.2 In relation to Clause 21.1, We will only pay/incur, or continue to pay/incur, Legal Costs of pursuing any complaint where, in the opinion of MIPS, there are reasonable prospects of success. At the sole discretion of MIPS, a decision about reasonable prospects of success may be informed by legal advice obtained by MIPS.

## Section 02: Indemnity Insurance Policy

### Cosmetic Practice Definition

#### Current Definition

**NEW**

#### New Definition

Cosmetic Procedure means a cosmetic/aesthetic treatment or procedure where the primary purpose is to alter the nonpathological external appearance of a Patient.

### Employment Dispute Definition

#### Current Definition

Employment Dispute means:

- allegations, complaints or proceedings under unfair dismissal, discrimination, equal opportunity or human rights legislation; or in relation to a breach of employment contract; or
- in relation to Clause 19.1 an allegation by You of a lack of procedural fairness in relation to a decision which has resulted in a mid-term suspension, limitation or revocation of Your credentialing with a hospital or health service, either as an employee of the hospital or health service or under a contract of service you have the hospital or health service.

#### Amended Definition

Employment Dispute means allegations, complaints or proceedings:

- under unfair dismissal, discrimination, equal opportunity or human rights legislation in relation to your engagement as a Healthcare Practitioner; or
- in relation to a breach of contract under which You were/are/will be engaged as a Healthcare Practitioner, including credentialing matters that pertain to Your qualifications, certifications, or credentials as a Healthcare Practitioner; or
- an allegation by You of a lack of procedural fairness in the making of a decision which has resulted in a mid-term suspension, limitation or revocation of Your credentialing with a hospital or health service, either as an employee of the hospital or health service or under a contract of service you have with the hospital or health service; or
- where You are a Sole Practitioner, allegations, complaints or proceedings against You by Your former/current/prospective employee or contracted staff member that relates to the contract or proposed contract under which the employee or staff member was/is/will be engaged to assist You in Your practice as a Healthcare Practitioner.

### Independent Medical Examination Definition

#### Current Definition

**NEW**

#### New Definition

Independent Medical Examination means any independent health-related examination, report or opinion prepared by You at the request of a third party in relation to a Patient, but excludes any treating relationships with a Patient.

## General Conditions of this Policy

<b>Conduct of a claim</b>	The update clarifies MIPS discretion over claims conduct, including investigation, pursuit, and settlement.
<b>Appeals</b>	The update clarifies time limits for lodging an appeal and recommendation for the appeal in addition to the member requesting one. MIPS will only cover appeal costs if the original claim was indemnified under the policy and the appeal remains subject to the same policy limit. MIPS reserves the right to stop funding an appeal if it determines that there are no longer reasonable prospects of success.

## Section 06 – Membership Classification Guide

### Endorsements

<b>Medicinal cannabis prescribing</b>	New endorsement required if you are medical practitioner, and you prescribe medicinal cannabis.
<b>Bariatric surgery extension</b>	Clarifying criteria for when the endorsement is required.
<b>Extension of cover for practice outside of Australia</b>	Endorsement removed from the list as the cover is stipulated in Section 02: Where you are insured.

### Practice basis

<b>International medical graduate preparation program</b>	A new basis that applies to International Medical Graduates (IMG's) enrolled in workforce orientation programs prior to commencing employment as a registered practitioner in Australia.
<b>Doctor in training</b>	Replaces "Recent graduate" for Medical practitioners only.
<b>Specialist in training</b>	Replaces "registrar" basis.
<b>Gratuitous services only</b>	Clarifies that Australian Healthcare Practitioner Registration Agency (Ahpra) registration is a requirement if you are providing gratuitous services and adds new exclusion for self-treatment and treating close relations.

### Category Guide

<b>Healthcare Student</b>	Clarifies that student healthcare placements (including electives) do not need to be a requirement of your university for cover to be extended. Approval is still required for that placement from the university at which you are studying to obtain a qualification that will lead to registration as a healthcare practitioner.
<b>Final year student/Intern</b> <b>Final year student/Dental graduate</b> <b>Final year student/Dental graduate</b>	New categories apply to students who will complete their studies at an Australian university in the policy period and provides cover for student activities and for when they commence practice as a registered practitioner.
<b>Paediatrics and child health</b>	Align with all Ahpra specialties as per our other specialist categories.
<b>Radiology</b>	Clarifying cover includes interventional as well as non-interventional procedures.

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](http://www.mips.com.au)