



# MIPS Member Handbook

Combined Product Disclosure Statement  
and Financial Services Guide

# Product Disclosure Statement

## Welcome to MIPS

Thank you for choosing MIPS. We're a member-owned, medical defence organisation operating as a mutual on behalf of our members. We are here to protect you and your professional reputation with comprehensive insurance cover, expert advice and personalised support.

# Key membership benefits



## Indemnity Insurance Policy

**We offer up to \$20 million cover for claims against you.**

As a member, you have access to the Indemnity Insurance Policy. This cover is simple and transparent so you can be clear on what you are covered for:

- Civil liability
- Adverse clinical outcomes
- Breach of privacy
- Telehealth consultations
- Legal costs
- Regulatory processes such as coronial and other public inquiries, criminal matters
- Employment disputes
- Pursuit matters including defamation, indemnity and personal safety



## Expert medico-legal advice and support, when you need it

**We're here for you 24/7.**

Protect yourself and your career with confidential and expert advice on medico-legal risks, claims, and complaints.



## Cover tailored to you

**We're committed to helping and supporting you when you need it most.**

We understand that insurance can seem complex. Our insurance cover is tailored for the unique needs of Healthcare Practitioners supporting where, how, and what you practise.



## Education and resources to help manage risk

**We'll support you with resources and CPD accredited education to help you manage risk in your practice.**

We offer accredited risk education modules designed to support your professional development and enhance preparedness for unexpected events.

## What is a Product Disclosure Statement?

A Product Disclosure Statement (PDS) is a document that financial service providers must provide when offering a financial services product. It will assist you in making an informed decision about whether this product meets your insurance requirements. The PDS includes information about the products' key features, fees, commissions, benefits, risks, and the issuer's complaints handling procedure.

This PDS is issued by the Medical Indemnity Protection Society Limited (MIPS) and sets out the insurance cover that has been obtained on behalf of its members. You should read it carefully, together with any supplementary PDS we have provided to you, the Membership Classification Guide, and your Member Benefit Statement.

MIPS is not a licensee authorised under or subject to the provisions of the Insurance Act 1973, and is not regulated by Australian Prudential Regulation Authority (APRA). However, the insurance offered under this product is underwritten by MIPS Insurance Pty Limited, which is a wholly owned subsidiary of MIPS, and holds a General Insurance licence with the Australian Prudential Regulation Authority. For the avoidance of doubt, insurance is issued by MIPS Insurance Pty Ltd to MIPS who provides subscription to its members.

MIPS, via its wholly owned subsidiary, MIPS Insurance Pty Limited, undertakes actuarial valuations to ensure ongoing compliance with liquidity and capital requirements.

## How to read the MIPS Member Handbook

As a registered Healthcare Practitioner, cover under this policy meets your professional indemnity obligations required by the Australian Health Practitioner Regulation Agency (Ahpra).

The MIPS Member Handbook has been designed to help you understand our professional indemnity insurance policy, and the support and cover we provide.



### Section 01

#### About your membership

Find out who is eligible for membership and how we assess it, as well as information on calculating membership fees and eligibility for government premium support.



### Section 02

#### Indemnity Insurance Policy

Understand where and what you are covered for, along with exclusions, conditions and definitions for terms throughout the Indemnity Insurance Policy.



### Section 03

#### How your cover works

Get a breakdown of the specifics of medical indemnity insurance and find out why you may still want the cover we offer even if you are indemnified by your employer.



### Section 04

#### How to make a claim or notification

Understand what you need to do in the case of a claim or formal complaint being made against you, and how we're with you every step of the way.



### Section 05

#### Other information you need to know

Outlines the steps to follow in the unlikely scenario you would need to lodge a complaint or cancel your membership.



### Section 06

#### Membership Classification Guide

Ensure you have the right cover for the type of healthcare you provide and your career stage and find out what it can mean if you have indemnity cover from your employer.



### Section 07

#### Privacy Policy

We are committed to protecting the privacy of your personal information. You will find out how we collect, protect, store, and use your personal information here.



### Section 08

#### Financial Services Guide

Our financial services guide (FSG) informs you of your rights, entitlements and details the services we provide under the Indemnity Insurance Policy.

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# Section 01

About your membership

## Who is eligible for membership?

### Healthcare practitioners

All medical, dental, and nuclear medicine technologist practitioners who are registered with Ahpra are eligible to apply for MIPS membership.

### Healthcare students

All students studying a course that will qualify them to become an Ahpra-registered medical, dental, or nuclear medicine technologist practitioner are eligible to apply for MIPS membership.

## What you need to tell us

By law, you must give us true, complete, and accurate information when you apply and throughout the course of your MIPS membership. This includes where you provide information on someone else's behalf.

If any of your answers are misleading, incomplete, inaccurate, or fraudulent we may reduce or not pay a claim, cancel your membership, or treat it as if it never existed.

You must notify us if you have restrictions or conditions placed on your ability to practice healthcare by a regulator or employer, or if you are stood down by your employer due to your performance or conduct.

MIPS will consider the information you provide when deciding to accept your application for, or offer renewal of, your membership.

You should also keep us informed of changes that might impact the calculation of your membership fee or classification, including changes to:

- Your Ahpra registration type.
- Your practice – including the type of healthcare you provide, your level of billings and your primary state / territory.
- The indemnity arrangement provided by your employer.

## Accepting and renewing your MIPS membership

Acceptance of new members and renewal of MIPS membership is subject to an assessment of eligibility based on underwriting criteria. Invitations to renew membership are issued annually.

We may refuse to offer or renew your membership, offer you membership with a risk surcharge and/or other special conditions, reduce your claim, or cancel your MIPS membership.

This can occur if you:

- Fail to comply with the duty of the utmost good faith or make misrepresentations when applying for MIPS membership.
- Fail to pay your MIPS membership fee.
- Fraudulently claim under the policy.
- Practise in a way that poses an unreasonable risk of substantial harm to the public or patients.
- Pose an unreasonable risk of harm to MIPS staff.
- Fail to comply with this policy.
- Practise in breach of a condition, restriction or undertaking on your Ahpra registration, or imposed by us.

## Getting the right cover for you

Your cover is determined by the type of healthcare you provide. It's important that you tell us about the full scope of healthcare services you deliver including your qualifications, training, and experience, requirements for supervision where relevant and the state or territory of your practice. You must also tell us the extent to which the healthcare you provide is indemnified by your employer. Using this information, we'll assess and advise you of your MIPS membership classification.

Note, any healthcare provided outside your membership classification won't be covered automatically under the Indemnity Insurance Policy. Some of the healthcare you provide may also need an endorsement before you are covered. Please refer to the 'Membership Classification Guide' section of this handbook for further information.

If you're an existing member, you can find your current classification information on your Member Benefit Statement.

## Your membership fee

Your membership details, as shown on your Member Benefit Statement for the current and three prior Policy Periods, are used to calculate your individual membership fee. This means your membership fee responds to how your practice changes over time.

The following factors are considered when calculating your membership fee:

- Your category and practice basis.
- Your estimated annual gross billings and/or salary or hours worked for practice that is not employer indemnified.
- Whether your type of practice requires an endorsement e.g. Minor cosmetic services, Spinal surgery or Bariatric surgery.
- The state/territory you practise in.
- Your retroactive cover date.
- Your claims history.
- Any specific factors that impact your risk.
- Any additional loadings including a risk surcharge. If applicable, the risk surcharge will be included in accordance with the 'Medical Indemnity Act 2002 (Cth)'.

A minimum membership fee may apply.

Your membership fee can be paid in full by the due date, or by monthly direct debit instalments. To opt in for direct debit, complete the [Direct Debit Instalment Request](https://mips.com.au/forms) at [mips.com.au/forms](https://mips.com.au/forms)

## Your Member Benefit Statement

If you join MIPS or if your membership is renewed, we'll issue you a statement that contains your membership benefits (including insurance cover), your membership details, and any special conditions on your cover (if applicable). If any details are incorrect, contact MIPS on 1800 061 113 (from outside Australia +61 3 8620 8888) or [info@mips.com.au](mailto:info@mips.com.au)

## Fee support through the Premium Support Scheme

The Premium Support Scheme (PSS) is an Australian Government initiative designed to help eligible doctors with the costs of their medical indemnity insurance. MIPS administers our members' applications for the scheme on behalf of the government. If you're eligible, you will receive a subsidy under the PSS.

To apply for the PSS subsidy, complete the [Premium Support Scheme \(PSS\) Application](#) online at [mips.com.au/forms](https://mips.com.au/forms). For more information visit the [Department of Health and Aged Care](#) website. If you apply for the PSS subsidy, the relevant details will be outlined on your Member Benefit Statement.

## How we deliver the support we promise

We take our responsibility to protect your reputation seriously. We ensure we have the financial resources and capabilities to meet our obligations to you. Our financial position is outlined in our annual reports, which are available at [mips.com.au/about-us/member-reports](https://mips.com.au/about-us/member-reports)

# Section 02

## Indemnity Insurance Policy

## About this Policy

This Policy can include cover for civil liability claims for up to \$20 million, which allows You to meet your registration requirements as a Healthcare Practitioner in Australia. This section describes the coverage of the insurance that MIPS has obtained for its members.

Subject to its terms and conditions, and Your classification, this Policy can provide the following cover for Claims arising from Your provision of Healthcare as summarised in the table on page 13.

### Important Information

When reading this Policy, You should also refer to Your Member Benefit Statement which will state whether Your cover is subject to any special conditions, including excesses.

## Your cover

### 1. When You are insured

- 1.1 You are insured under the terms set out in this Policy and Your Member Benefit Statement, whilst You are a current member of MIPS.
- 1.2 We will cover You if the Incident is notified to Us in the Policy Period, but only for matters arising from Healthcare occurring on or after Your Retroactive Cover Date.
- 1.3 We cover You for Healthcare You provide which includes Gratuitous Services and Good Samaritan Acts as specified within this Policy or as agreed in writing by Us.

### 2. Where You are insured

- 2.1 This Policy applies to Healthcare You provide within Australia.
- 2.2 You are not covered for Healthcare You provide in the United States of America (USA) or anywhere USA law applies (except for Good Samaritan Acts, which are covered worldwide).
- 2.3 In all other circumstances, You are only covered for Healthcare You provide where it is:
  - 2.3.1 for no more than 120 days in aggregate within the Policy Period; and
  - 2.3.2 in accordance with applicable laws and regulations for registration in that country; and
  - 2.3.3 with appropriate local insurance cover in place (if this is required); and

2.3.4 in the following circumstances:

- a. gratuitously as a volunteer for a charitable organisation or for disaster relief work; or
- b. where you are the official team doctor accompanying members of an Australian sporting team or cultural group performing or participating in a competition and to people travelling with them such as coaches or family members, but You are only covered with respect to Claims against You by members of that team or group who are Australian residents; or
- c. as part of a clinical placement, rotation or fellowship that is approved by an Australian Medical Council (AMC) accredited college for the purpose of qualifying as a specialist medical or dental practitioner in Australia, but only where You are insured for civil liability outside of Australia by Your employer; or
- d. as specified under 'Telehealth consultations' or 'Medical retrievals and repatriation'; or

2.3.5 it is provided in accordance with Clause 11; or

2.3.6 agreed to by Us in writing.

2.4 You must notify Us in advance of Your travel if You intend to provide Healthcare outside Australia.

### **3. How much We will pay under this Policy**

3.1 The maximum amount We will pay under this Policy including Legal Costs is \$20 million for one or more Claims in the aggregate, notified by You in the Policy Period (reduced by any applicable excesses).

3.2 The maximum We will pay is subject to the sub-limits set out in the table below. Where there is no sub-limit, You are covered for the amount set out in Clause 3.1.

Area of Cover	Clause/s	Sub-limit*
<b>Civil liability</b>		
Adverse clinical outcomes	4	No sub-limit
Breach of privacy	5	No sub-limit
Telehealth consultations	6	No sub-limit
Supervising others	7	No sub-limit
Reporting others	8	No sub-limit
Clinical trials and research projects	9	No sub-limit
Medical retrievals and repatriation	10	No sub-limit
Independent medical examination	11	No sub-limit
Human rights or equal opportunity complaint	38.2	\$15,000
<b>Professional and disciplinary matters</b>		
Regulatory processes	12	No sub-limit
Coronial and other public inquiries	13	No sub-limit
Criminal matters	14	\$500,000
Medicare investigations and audits	15	No sub-limit
Other billing investigations and audits	16	No sub-limit
Removal from proceedings	17	No sub-limit
Statutory breaches	18	No sub-limit
Mandatory reporting	19	No sub-limit
<b>Employment, training and university disputes</b>		
Employment disputes	20	
Workplace bullying or harassment	21	\$100,000 combined sub-limit
Training program, professional association and university disputes	22	
<b>Pursuit matters</b>		
Defamation pursuit	23	\$150,000 (\$20,000 excess <sup>^</sup> )
Pursuit of indemnity	24	No sub-limit
Personal safety pursuit	25	\$100,000
Pursuing an objection to a subpoena	26	No sub-limit
Removal of restrictions on registration	27	No sub-limit
<b>Additional cover</b>		
Sole Practitioner entity and Practice Staff	28	No sub-limit
Contagious disease	29	\$25,000
<b>Cover for students</b>		
Student members	30	As above

\*Sub-limits apply per Claim and in the aggregate for all Claims notified to Us in the Policy Period for each clause or group of clauses under an area of cover. The sub-limits shall be part of and not in addition to the maximum sum insured under this Policy. Where an alternative sub-limit or excess is noted on Your Member Benefit Statement, it is that sub-limit and excess that applies to Your cover under this Policy.

<sup>^</sup>The excess of \$20,000 reduces the amount payable by MIPS under the sub-limit from \$150,000 to \$130,000.

## Civil liability

We will cover You for Your legal liability as a result of a demand for compensation, including Legal Costs, in relation to Claims of the following nature made against You for actual or alleged negligent act, error, omission or circumstance arising from Your provision of Healthcare:

### 4. Adverse clinical outcomes

- 4.1 That result in physical or psychological harm to, or the death of, Your Patient (or dependent parties).

### 5. Breach of privacy

- 5.1 Any actual or alleged breach of a duty of confidentiality that is owed to a Patient, or the contravention of any provision of the 'Privacy Act 1988 (Cth)', or equivalent legislation in connection with Your provision of Healthcare.
- 5.2 We will not cover You with respect to:
- any breach of privacy which occurs or continues after You knew, or reasonably ought to have known that You would contravene the 'Privacy Act 1988 (Cth)' or equivalent legislation; or
  - any breach of privacy which occurs in relation to a criminal Cyber Act or Cyber Incident; or
  - any breach of privacy relating to clinical trials or research projects; or
  - any civil, statutory, or pecuniary penalty or fine that You agreed, or are ordered or directed to pay.

### 6. Telehealth consultations

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

- 6.1 At the time of the telehealth consultation:
- You and the Patient were in Australia; or
  - 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
  - the Patient had been outside Australia for less than 90 days and You were in Australia at the time the Healthcare was provided; and
  - 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:
- there was a pre-existing real-time clinical relationship between You (or a doctor from Your practice) and the Patient; and
  - there is the capability to see and/or hear the patient in real time.
- 6.3 It is provided in accordance with Clause 11.

### 7. Supervising others

- 7.1 Where You are observing, supervising, mentoring, or teaching another person providing Healthcare; or
- 7.2 restricting another person whom You are observing, supervising, mentoring, or teaching, from practising Healthcare.

## 8. Reporting others

- 8.1 Arising directly out of You reporting an Incident or reporting the health, conduct and/or performance of another healthcare professional to a regulator, hospital, area health authority, or professional body; or participating in the review of the Incident or healthcare professional; and
- 8.2 where You were acting in good faith and in accordance with Your professional responsibilities, or You were required to do so by law (including a demand for compensation against You alleging defamation).

## 9. Clinical trials and research projects

- 9.1 Where You undertake a clinical trial or research project and:
- ethics approval was obtained from a Human Research Ethics Committee registered with the National Health and Medical Research Council; and
  - You only treated research participants located within Australia; or
  - it was agreed to by Us in writing; but
  - not where the Claim arises from activities that are outside the scope of the approval provided by the ethics committee.

## 10. Medical retrievals and repatriation

- 10.1 Where You undertake a medical retrieval and repatriation where:
- the Patient was repatriated into Australia; and
  - the repatriation occurred anywhere in the world, excluding the USA or where USA law applies; unless
  - it was agreed to by Us in writing.

## 11. Independent Medical Examinations

- 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.

## Professional and disciplinary matters

We cover You for Legal Costs that We incur on Your behalf or that You are ordered to pay, in relation to the following types of matters, arising from or in connection with Your provision of Healthcare:

### 12. Regulatory processes

- 12.1 Defending or responding to complaints, notifications, investigations, audits, hearings, proceedings, or inquiries that:
- may be brought before or managed by a registration board, tribunal, court, complaints entity, employer, or workplace (including a hospital), government department (including Drugs and Poisons Units), statutory authority, private authority or similar; and
  - relate to Your health, conduct, performance or compliance with rules, regulations, laws, guidelines or codes of conduct in relation to Healthcare provided by You.
- 12.2 In relation to Clause 12.1, We will not cover You:
- for any costs (including Legal Costs) incurred in complying with directions or orders made, conditions, undertakings, or restrictions imposed by any body; or
  - in relation to or any costs or repayments arising from audits undertaken by the Australian Tax Office, or a State or Territory Revenue Office(s).

### 13. Coronial and other public inquiries

- 13.1 Defending or representing You, or responding to, a coronial inquiry, investigation, inquest or a commission of inquiry (including a Royal Commission) in Your capacity as a healthcare professional.

### 14. Criminal matters

- 14.1 Defending or responding to a criminal allegation, charge, investigation or proceeding against You arising directly from Your provision of Healthcare, but only where You:
- deny the allegation and/or charge, or You have not admitted guilt and/or pleaded guilty; and
  - have not been found or determined to be guilty of a criminal act by a court.
- 14.2 We reserve the right to recover all Legal Costs paid in connection with the criminal matter if You admit guilt or are found guilty.

### 15. Medicare investigations and audits

- 15.1 Defending or responding to an audit, investigation or proceeding initiated by Medicare or the Professional Services Review, including responding to a notice, investigation, or complaint that is related to an allegation of inappropriate practice within the meaning of the 'Health Insurance Act 1973 (Cth)' and brought under that Act.
- 15.2 This includes assistance negotiating an agreement, but excludes any repayments You are ordered to make or that You agree to make, to Medicare, the Pharmaceutical Benefits Scheme, the Professional Services Review or other government body.
- 15.3 In relation to Clause 15.1, We will not cover You where You have acted fraudulently.

## 16. Other billing investigations and audits

- 16.1 An investigation by the National Disability Insurance Scheme (NDIS), the Department of Health, a private health insurer, worker's compensation insurer, or motor accident compensation scheme, in relation to billing for Healthcare You have provided.
- 16.2 In relation to Clause 16.1, We will not cover You for any repayments You are required to make, or where You have acted fraudulently.

## 17. Removal from proceedings

- 17.1 To remove You from the proceedings in which You have been named due to Your association with another healthcare professional or other entity for Healthcare You did not provide or supervise, or for which another entity is vicariously liable.

## 18. Statutory breaches

- 18.1 Defending a complaint in relation to a breach of workplace health and safety law, environmental law, consumer protection law or privacy law.
- 18.2 This does not include cover for payment of fines or statutory/civil penalties.

## 19. Mandatory reporting

- 19.1 Defending a complaint against You that arises from You carrying out a mandatory reporting obligation.

## Employment, training, and university disputes

We cover Legal Costs that We incur on Your behalf, or that You are ordered to pay, in relation to the following Claims connected to Your provision of Healthcare:

### 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 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.
- 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.

## 21. Workplace bullying or harassment

- 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.

## 22. Training program, professional association and university disputes

- 22.1 Defending a complaint, responding to an investigation, or pursuing a right of appeal that relates to:
  - a. Your involvement in a training program approved or recognised by an AMC accredited college; or
  - b. a dispute arising from Your membership with a professional association or an AMC accredited college; or
  - c. a decision of a university where the university course or degree that You undertake is a requirement for qualification as a registered healthcare professional, or is a requirement of Your specialist training program.
- 22.2 Clause 22.1 will only apply where:
  - a. it is alleged You have engaged in misconduct; or
  - b. You have not been afforded procedural fairness, or were subject to unlawful discrimination.
- 22.3 Clause 22.1 will not apply in matters relating to recognition of prior learning.

## Pursuit matters

We cover Legal Costs for pursuing the following matters in relation to the Healthcare You provide, but only 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:

### 23. Defamation pursuit

- 23.1 Where a person (a Patient or another person acting on behalf of the Patient) defamed You in connection with Your provision of Healthcare.
- 23.2 You must obtain Our consent, which will not be unreasonably withheld, before commencing any proceedings.
- 23.3 This cover is subject to a \$20,000 excess payment for each separate pursuit of one or more defamation allegations.
- 23.4 We will not cover You for an allegation of defamation that occurred outside of Australia or against a person who is a healthcare professional.

### 24. Pursuit of indemnity

- 24.1 Pursuing indemnity cover on Your behalf, where Your employer, other insurer or any body through which You have a contract of insurance (other than through this Policy), has declined to assist or indemnify You.

## 25. Personal safety pursuit

- 25.1 Pursuing a personal safety protection order, intervention order (or equivalent) in a Court (or equivalent), where there is a threat posed to the personal safety of You, or Your immediate family, by another person in connection with Your provision of Healthcare.
- 25.2 This cover extends to Your Practice Staff when You are a Sole Practitioner.

## 26. Pursuing an objection to a subpoena

- 26.1 Assisting and representing You in objecting to a subpoena, summons or similar court order to produce Healthcare records or attend court, where there are reasonable grounds to challenge the order.

## 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:
- We believe there are reasonable grounds to request the removal; and
  - the restrictions that were imposed on Your registration arose from a Claim that was accepted by MIPS.

## Additional cover

### 28. Sole Practitioner entity and Practice Staff

When you are a Sole Practitioner:

- 28.1 We will cover You and Your practice, including while You are replaced by a locum/temporary healthcare professional for sick or recreational leave.
- 28.2 Your Practice Staff are covered for Claims made against them by Your Patients:
- when they were acting under Your instruction, direction or supervision or otherwise supporting You in Your provision of Healthcare; but
  - only in relation to Claims under Clauses: 4-6, 17, 18 and 24 of this Policy and only in relation to their administrative work.
- 28.3 We will not cover Your Practice Staff under this Policy for Claims arising out of or in connection with:
- cosmetic or anti-ageing treatment, therapies or procedures performed by them; or
  - their provision of Healthcare which requires them to hold registration with Ahpra.

Important note: If You do not qualify as a Sole Practitioner You may consider whether You need a separate practice entity policy to cover Your practice and actions of Your staff. Contact MIPS for information about this cover.

## 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:
- retire due to disability; or
  - 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:
- where You notify us more than 24 months after You knew or ought to have reasonably known about Your diagnosis; or
  - if You are diagnosed within three months of Your Commencement Date; or
  - if You refuse to undergo any tests which We reasonably request to verify the diagnosis, or if such tests do not verify the diagnosis.

## Cover for students

### 30. Student members

- 30.1 If You are a Student Member We will only insure You:
- under Clauses: 1-5, 8, 12-14, 17, 19, 21, 22, 24-26 and 29 of this Policy; and
  - under Clause 9, but only when Your assistance or involvement in research is a requirement of Your university course or qualification; and
  - where You were appropriately supervised by a suitably qualified healthcare professional; and
  - where You were provided adequate access to communication, oversight, interaction, direction and support from Your supervisor throughout the provision of Healthcare.

## What we do not cover – general exclusions

We will not cover You, Your practice or Your Practice Staff under any section of this Policy, for Claims arising out of, or in connection with the following:

### 31. Prior Incidents

- 31.1 An Incident that occurred before Your Retroactive Cover Date; or
- 31.2 an Incident that occurred before the Policy Period, about which:
  - a. You knew or ought to reasonably have known; and
  - b. You either notified Us or failed to notify Us before the Policy Period commenced; or
  - c. You notified, or it would have been reasonable and feasible to have notified another insurer/indemnifier before the Policy Period commenced.

### 32. Breach of registration, conditions, lack of qualifications or appropriate facility

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.

### **33. Sexual misconduct**

- 33.1 Sexual harassment, sexual touching, sexual assault or sexual misconduct by You.
- 33.2 Legal Cost cover is provided to You only in relation to such Claims under Clauses 12 and 14, when there is no:
  - a. adverse factual finding or determination by an Adjudicative or Determining Body of the circumstances outlined in clause 33.1, or
  - b. admission of guilt or concession by You of any of the facts that could give rise to an adverse finding or determination, or
  - c. charge of sexual assault that arises from an allegation brought by a Colleague.
- 33.3 In relation to Clause 33.2, We reserve the right to recover from You all Legal Costs paid in connection with any Claim under Clause 14 from the point at which an adverse finding, determination, admission or concession is made, or a relevant charge is brought.

### **34. Fines, penalties, or punitive damages**

- 34.1 The payment of a fine, or civil, criminal, or statutory penalty; or
- 34.2 punitive, aggravated, additional or exemplary damages.

## **What we do not cover – civil liability exclusions**

We will not cover You, Your practice, or Your Practice Staff for civil liability (including associated Legal Costs) under this Policy arising out of, or in connection with the following:

### **35. Outside of Australia**

- 35.1 Proceedings, judgements or orders by a court, or other body against You, brought or held outside of Australia, or where laws of another country apply.
- 35.2 Exclusion 35.1 does not apply if the requirements of Clause 2 are satisfied.

### **36. Outside of Membership Classification Guide or regular practice**

Unless agreed by Us in writing or in relation to an emergency, Healthcare provided:

- 36.1 that is not included in Your membership classification or specifically endorsed and stated on Your Member Benefit Statement (unless the act was a Good Samaritan Act); or
- 36.2 which is not normally associated with Your category; or
- 36.3 includes elective procedures You have carried out on family members; or
- 36.4 involves Your provision of services to a pharmaceutical, medical device/implants or technology company; or
- 36.5 is alternative or complementary Healthcare that is not provided in accordance with relevant AMC-accredited college or professional association guidelines; or
- 36.6 includes cosmetic procedures except where specifically included in Your membership classification as described in the Membership Classification Guide or endorsed on Your Member Benefit Statement; or

- 36.7 whilst You were under the influence of any substance that impairs Your ability to provide Healthcare; or
- 36.8 which meets the definition of inappropriate practice within the 'Health Insurance Act 1973 (Cth)'; or
- 36.9 in a facility (or for an organisation) that does not hold appropriate accreditation or licensing (if required).

### **37. Defamation**

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

### **38. Criminal and dishonest acts**

- 38.1 Any reckless, wilful or dishonest act, omission or conduct (including but not limited to a breach of legislation, contractual obligation, duty of care, Code of Conduct, or order of any government or statutory authority), or any proven or admitted criminal conduct; or
- 38.2 the unlawful possession, sale, supply, use or application of a Prohibited Substance.

### **39. Bullying or unlawful discrimination**

- 39.1 Any form of bullying or unlawful discriminatory conduct by You.
- 39.2 Despite Clause 39.1, We will cover You for the cost of any compensation or damages agreed by Us in writing, up to a sub-limit of \$15,000, to be paid on your behalf to resolve a statutory conciliation process that arises as part of a complaint against you brought before a human rights or equal opportunity commission.

### **40. Indemnity elsewhere**

- 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.

### **41. Other healthcare professional**

- 41.1 Any Healthcare provided by another healthcare professional, or any Claims made against You because of any association or arrangement You have with another healthcare professional, except as provided by Clause 7.

### **42. Recovery of money and refund of fees**

- 42.1 Any action in relation to the recovery of money; or
- 42.2 the refund or waiver of any fees charged by You to a Patient including by agreement or order by an Adjudicative or Determining Body.

### **43. Public Liability**

- 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.

#### **44. Product Liability**

- 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.

#### **45. Property Damage**

- 45.1 Arising from loss or damage to property.

#### **46. Business related issues**

Circumstances arising from business-related issues that are not directly related to Your provision of Healthcare including:

- 46.1 any anti-competitive conduct or restrictive trade practices under the 'Competition and Consumer Act 2010 (Cth)'; or
- 46.2 the sale of Your practice or business including any debts, guarantees, or contracts for services negotiated as part of the sale; or
- 46.3 liability arising from Your role as a director/officer/principal/trustee/associate/franchisor/shareholder of a trust/company/partnership/business/franchise; or
- 46.4 in relation to or any costs, repayments or liability incurred arising from audits undertaken by the Australian Tax Office or the State or Territory Revenue offices(s); or
- 46.5 liability You assume by contract, waiver, guarantee or warranty; or
- 46.6 in relation to infringement of a third party's intellectual property rights.

#### **47. Employment liability**

- 47.1 Any bodily injury, mental injury, sickness, disease, disability, incapacity, death, or property damage suffered, or allegedly suffered by You, or any of Your employees/contractors/Colleagues/volunteers during Your or their employment/engagement.
- 47.2 Any matter arising directly or indirectly from/in respect of any unemployment or liability arising under workers compensation, disability benefits, or other similar law.
- 47.3 Any compensation related to employee entitlements that You, Your employer, or a hospital may be obligated to, or is found liable to pay, including any backpay, remuneration, superannuation, redundancy or benefits, as well as outstanding taxes, fines, penalties and punitive damages.

#### **48. Contagious disease**

- 48.1 Your transmission of a notifiable contagious disease with which You were infected where You:
- knew or should reasonably have known that You were infected with; or
  - failed to comply with an order by any government or statutory authority, for the purpose of limiting the spread of a notifiable contagious disease.

#### **49. War or terrorism**

- 49.1 War (whether declared as such or not), invasion, act of foreign enemy, terrorism, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power. This exclusion does not apply to the provision of Healthcare to persons injured as a result of any such act or threat.

#### **50. Radioactive materials**

- 50.1 Circumstances arising from ionising radiation or contamination by radioactive materials of any type, except when used in the ordinary course of radiation oncology, radiotherapy, radiology or nuclear medicine by You.

**51. Pollution and asbestos**

- 51.1 Unlawful disposal of any waste that introduces contaminants into the environment which have harmful or poisonous effects; or
- 51.2 Actual, alleged or threatened pollution from, or exposure to asbestos or any materials containing asbestos in whatever form or quantity.

**52. Loss of documents**

- 52.1 Loss of/damage to or the failure to properly protect the security of electronic or hard copy Healthcare records.

**53. Cyber**

- 53.1 Any circumstance that arises out of/in connection to/is contributed to/or results in, either a direct or indirect Cyber Act or Cyber Incident, or fear or threat of a Cyber Act or Cyber Incident.

**54. Prescribing of Growth hormone and Anabolic compounds**

- 54.1 Prescribing of the following drug classes unless you hold specialist endocrinologist or oncologist registration or are following a treatment plan provided by a specialist endocrinologist or oncologist:
  - 54.1.1 Growth hormone secretagogues/ mimetics, including but not limited to:
    - a. growth hormone releasing hormones; or
    - b. growth hormone releasing peptides; or
    - c. ghrelin mimetics; or
  - 54.1.2 Selective Androgen Receptor Modulators (SARMs).

**55. Non-Therapeutic Goods Administration (TGA) approved intravenous infusions**

- 55.1 Prescribing or administration of non-TGA approved intravenous infusions outside of an approved clinical trial.

**56. Cosmetic genital procedures**

- 56.1 Any cosmetic genital procedure or cosmetic genital treatment.

**57. Student Members**

If you are a Student Member:

- 57.1 Where You hold Yourself out as a healthcare professional; or
- 57.2 where You act in any capacity other than as a student, trainee, or observer; or
- 57.3 Healthcare You provide that is outside of the terms and guidelines of Your university course or placement, or without required supervision (except for Good Samaritan Acts); or
- 57.4 where otherwise excluded under Clauses: 31 to 56.

## General conditions of this Policy

These conditions apply to You, and if You are a Sole Practitioner, to Your Practice, Practice Staff and locum/temporary Healthcare professionals.

### You must notify us

As a condition of this Policy You must notify Us of the following:

- As soon as practicable, of any facts or circumstances, of which You became aware, that could lead to a Claim under this Policy. If You do not notify Us of these circumstances, You may not be covered under the Policy and Your right to indemnity may be prejudiced.
- If there are any changes/ additions to any condition, undertaking, notation or endorsement on Your Ahpra registration, or if You receive notice that any registration authority intends to change them.
- In advance of Your travel if You intend to provide Healthcare outside Australia.

### Cancellation

MIPS may cancel Your membership by giving You 30 days written notice if:

- At any time, You have failed to comply with a provision of this Policy.
- Prior to entering into this Policy, You made a misrepresentation to MIPS upon which We relied.
- You are paying Your MIPS membership fee in instalments and at least one instalment has remained unpaid for a period of one month.
- You threaten or abuse MIPS staff.
- Any other reason permitted by the 'Insurance Contracts Act 1984 (Cth)' or the 'Medical Indemnity Act 2002 (Cth)'.

A written notice will be sent to Your last known address.

### You must tell Us Your correct gross billings/ salary amount

Where You are not indemnified by Your employer, You must supply Us with an accurate estimate of Your gross billings/salary at the beginning of the Policy Period and/or an estimate of Your salary for elements of Your practice where there are no billings generated. You must tell Us if this estimate changes during the Policy Period.

We are entitled to audit Your gross billings/salary and We require You to comply with Our requests for information. If We find that the gross billings/ salary You estimated was not accurate, We may adjust Your membership fee.

If You supply Us with an inaccurate estimate of Your gross billings/salary, We may void the cover entirely (that is, We may treat the cover as never being of any force or effect).

### Continuous cover

If You first became aware of facts or circumstances that may give rise to a Claim, or request for indemnity in a previous period of Your MIPS membership and You failed to notify Us, then notwithstanding Clause 31 We will extend cover where:

- You have held uninterrupted MIPS membership since You first knew, or a reasonable person in Your professional position could be expected to have first known that the Incident might give rise to a Claim under this Policy; and
- If You had notified Us when You first became aware of the facts or circumstances, under that Policy years' conditions, You would have qualified for indemnity; and
- Your delay in notifying Us was not fraudulent non-disclosure or fraudulent misrepresentation.

Our liability is confined to the terms of Your cover that was effective when You first became aware of the Incident that may have led to a Claim.

If You are eligible for indemnity under continuous cover, We may reduce Your entitlements by the amount of prejudice Your delay in the notification of the Incident has caused, as determined by Us.

### Your duty to cooperate

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.

### Conduct of a Claim

You or Your Practice Staff must not make any admission of liability, offer, promise of payment, or take any action that may be considered an admission of liability for an Incident or Claim without Our prior written consent.

We will have full discretion over:

- The conduct of any Claim, including its investigation, pursuit, defence, avoidance, reduction, settlement, and appeal, and We may do so in Your name;
- The appointment of any solicitor/s in relation to any Claim, who will be appointed by Us, and will act in accordance with Our instructions.

We will not admit liability for an Incident or Claim without Your prior consent, provided Your consent is not, in Our opinion, unreasonably withheld. If Your consent is unreasonably withheld, We may not cover You and may withdraw assistance for that Claim under this Policy, or We may reduce Our liability to indemnify You under this Policy.

If You:

- Request to pursue an alternative strategy than as recommended by Us or any solicitor/s appointed by Us in relation to any Claim, We will consider Your request and issue

You a decision. If you do not agree with Our decision, You may refer to Our dispute resolution process;

- Elect to formally withdraw a Claim for indemnity under this Policy, Our liability to indemnify You in relation to any settlement or subsequent damages awarded for that Claim may be limited to any settlement range and/or Legal Costs determined by Us, acting reasonably.

### Legal Costs and consent

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.

### Withdrawal of indemnity for Legal Costs

We may decide not to incur any further Legal Costs in defending, responding to or pursuing a Claim under Clauses: 12-30 if we believe there are no reasonable grounds for defending, responding to or pursuing the Claim or there are no reasonable prospects of success if we do. We will consider any legal advice in making that decision. If we do that, we will inform you in writing. We will pay the Legal Costs incurred prior to the date on which we write to you telling you of our decision. After this point, You may still conduct the matter at Your own expense. If You are ultimately successful, We will pay (to an agreed amount and in accordance with any relevant sub-limits) the reasonable Legal Costs You incurred in defending, responding to or pursuing the matter (excluding Goods and services tax (GST) if You are GST registered).

### **Excesses and other special conditions**

Your cover may be subject to 'special conditions'. This might include an excess, a requirement that You undertake risk education training or the limitation or exclusion of certain procedures.

Should We determine that an excess or special condition applies, We will inform You in writing when You apply or are about to renew. The excess/es or special condition/s will be shown on Your Member Benefit Statement. Any excess will need to be paid within 21 days of Our written request.

If You fail to pay the excess on or before the due date, We may reduce the amount We pay towards Your Claim by the amount of the excess and any prejudice We have suffered because of Your non-payment of the excess by the due date.

### **Recoveries**

If Legal Costs are awarded to You from another party or insurer in relation to a Claim, We reserve the right to recoup from You those costs incurred in the defence or pursuit of that Claim. Where You have paid an excess, Your excess (or part thereof) will be reimbursed to You in proportion to Your relative contribution to the total Legal Costs incurred on Your behalf for that Claim.

If We make a payment or incur Legal Costs in the defence or pursuit of a Claim under this Policy, We reserve the right to recoup those costs, or seek contribution, indemnity or recovery from another party or insurer without the need for Your consent. You must not settle any claim for contribution, indemnity or recovery without Our prior written consent.

### **Appeals**

If You are dissatisfied with the outcome of a Claim, You can request that We assist You with an appeal. You must set out in writing Your reasons for wanting to bring an appeal. We will respond to You in writing. Alternatively, We may recommend to You that the outcome of Your Claim be appealed. In either case, We will assess whether there are reasonable prospects of success and if Your Legal Costs will be covered by Us. Strict time limits for lodgment of the appeal may apply and We will advise You in relation to these time limits.

We will only cover the costs of an appeal in relation to a matter that MIPS has indemnified under this policy.

If We agree to cover the pursuit of an appeal, then this will be a continuation of the existing Claim that is the subject of the appeal. As such, the relevant Policy limit or sublimit in relation the original Claim continues to apply.

If We have agreed to cover the cost of an appeal under this policy, We may decide not to incur any further Legal Costs in pursuing the appeal if We believe there are no longer reasonable grounds for pursuing the appeal, or there are no longer reasonable prospects of success if We do pursue the appeal. We will consider relevant legal advice in making that decision. If We do that, We will inform You in writing. We will pay the Legal Costs incurred prior to the date on which we write to You telling You of Our decision. After this point, You may still conduct the appeal at Your own expense. If You are ultimately successful in Your appeal, We will pay the reasonable Legal Costs You incurred in pursuing the appeal (excluding Goods and services tax (GST) if You are GST registered), to an agreed amount and in accordance with any relevant sub-limits.

### **Cessation of specified Healthcare activities**

You must agree to stop providing or carrying out a specific procedure or treatment (clinical activity) if it is determined:

- By Us that the treatment, procedure or practice poses an unreasonable risk of an Incident occurring.
- That a registration board, professional body, or specialist college does not endorse such treatments, procedures or practices.
- That an educational body, a Healthcare facility, a supervisor, or Your employer does not endorse Your provision of such treatments, procedures or practices.

You will have a maximum of 14 days to cease the specified clinical activity from the date You are notified by the relevant party, unless instructed to do so earlier. After this time period has lapsed, We will no longer cover You for Claims arising from that clinical activity. If You subsequently continue to carry out that clinical activity, We will cancel Your membership with 30 days' written notice.

## Definitions

**Adjudicative or Determining Body** includes but is not limited to, a court, tribunal, commission, coroner's court, special commission or inquiry, agency and entity under the Health Practitioner Regulation National Law including a national board, board, tribunal, panel, committee and professional council.

**AFSL** means Australian Financial Services Licence.

**Ahpra** means Australian Health Practitioner Regulation Agency.

**AMC** means Australian Medical Council.

**APPs** means Australian Privacy Principles.

**APRA** means Australian Prudential Regulation Authority.

**Asynchronous Telehealth** means Patient interactions that are solely by means of transmission of images and/or data where there is no real time interaction with the Patient that is face-to-face or via audio or video communication.

**Australia** means, when referring to a specific practice location, the Commonwealth of Australia and its external territories. It does not include embassies, consulates, high commissions and/or other similar sites operating in sovereign nations. For the avoidance of doubt these locations are considered overseas territories.

**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.

**Colleague** means any natural person other than a Patient where there is, or has previously existed, a professional relationship arising out of Your provision of Healthcare.

**Commencement Date** means the first date on which you held MIPS membership that is uninterrupted with your current Policy Period.

**Continuous Cover Period** means the membership term that commences on the Commencement Date and continues to the end of the current Policy Period.

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

**CPD** means Continuing Professional Development.

**Cyber Act** means an unauthorised, malicious or criminal act (including cybercrime) or series of related unauthorised, malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any Cyber System.

**Cyber Incident** means:

- Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Cyber System; or
- Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Cyber System.

**Cyber System** means any computer, hardware, software, communications system, electronic device (including, but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by You or any other party.

**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 credentialling 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 credentialling 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.

**Good Samaritan Act** means Healthcare provided by You voluntarily and without remuneration in relation to an emergency where You would not normally be expected to be available to provide Healthcare.

**Gratuitous Services** means Healthcare provided by You where You received no remuneration or other reward and Patients or others were not charged for Your services including prescribing, writing referrals and volunteer services.

**Healthcare** means:

- any consultation, interaction, support, treatment, advice, or service provided for the physical or mental health of a Patient; or
- supervising, educating, and training of others in their provision of Healthcare; or
- education or training You undertake to enable Your current or future provision of Healthcare; or
- any health-related examination, report or opinion prepared by You at the request of a third party, such as a lawyer, insurer or statutory body; or
- Your provision of health system management, health-related research, or health-related advice; or
- other activities You undertake for which Ahpra requires You to maintain registration; or
- other activities which MIPS has agreed in writing will be covered under this Policy.

In the case of Student Members, the above clauses do not apply, and the definition of Healthcare is limited to Patient interactions that occur while You are undertaking a healthcare placement, or elective as part of a university course or degree, that is required for You to qualify as a registered healthcare practitioner. For international medical graduates, this includes activities related to any observerships You are required to undertake to obtain Ahpra registration.

**Healthcare Practitioner** means an individual who practices in an Ahpra registered profession.

**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.

**Incident** means any actual or alleged act, error, omission or circumstance that occurs in the course of, or in connection with Your provision of Healthcare.

**Legal Costs** means the reasonable and necessary legal fees, disbursements and related expenses that We incur in relation to the defence, pursuit or settlement of a Claim or otherwise representing You in relation to a Claim accepted under this Policy. Legal Costs do not include the cost of any appeal unless otherwise agreed in writing with Us.

**Member Benefit Statement** means the most recent statement issued to You referencing this Member Handbook.

**Membership Classification Guide** means Section 6 of this document.

**MIPS/MIPS Insurance/Us/We/Our** means Medical Indemnity Protection Society Ltd. (ABN 64 007 067 281) and its subsidiaries including MIPS Insurance Pty Ltd (ABN 81 089 048 359).

**Patient** means a person who has received or is receiving Healthcare from You.

**PDS** means Product Disclosure Statement.

**Policy Period** means the start and end date shown on Your most recent Member Benefit Statement, but the Policy Period will end when you cease to be a member of MIPS if that occurs before the end date.

**Policy** means the Indemnity Insurance Policy, Membership Classification Guide, and Your Member Benefit Statement issued by Us. Policy includes all documents that provide terms, conditions, definitions, exclusions, endorsements, or extensions and includes this Policy wording and any amendments to this wording.

**Practice Staff** means a person employed directly or indirectly by You to the extent that they assist You to provide Healthcare to Your Patients including administrative staff, practice managers, nurses, and dental assistants.

**Prohibited Substance** means drugs or compounds banned by a regulatory agency or where drugs or compounds are used at unlawful concentrations.

**Retroactive Cover Date** means the date on or after which the Healthcare must have occurred to be covered under this Policy. It is shown on Your Member Benefit Statement.

**ROCS** means Run-Off Cover Scheme.

**Sole Practitioner** means You operate and control a single practice entity for the purpose of providing Healthcare, You are the sole registered healthcare practitioner within that practice and are a beneficial owner of the practice. Your beneficial ownership of the practice can include direct ownership, joint ownership or ownership via a trust, company, partnership or business but does not include franchise arrangements or ownership through a corporate entity that is within a corporate group comprising multiple corporate entities.

**Student Member** means a member of MIPS in the 'Healthcare student' or 'Observership only (pre-registration)' category in the Membership Classification Guide.

**Telehealth** means Healthcare provided by You where the means of delivering Healthcare involves the transmission of audio, video, images and/or data between You and a Patient. This may occur in real time. However, where it does not occur in real time, We separately define this as Asynchronous Telehealth.

**TGA** means Therapeutic Goods Administration.

**USA** means United States of America.

**You/Your/Yourself** means the Healthcare Practitioner named as the insured on the Member Benefit Statement for this Policy.

# Section 03

How your cover works

## Claims made cover

Australian medical indemnity insurers must provide 'claims made' cover. This means that cover is provided for claims and notifications that are made or first notified to us during the Policy Period.

This means cover will apply if:

- you hold a current MIPS membership at the time the incident is reported to us; and
- the incident giving rise to the claim occurred on or after your retroactive cover date; and
- the actual litigation or complaint made against you does not arise until some point in the future.

Should a claim or complaint be made against you, or you are the subject of an investigation, make MIPS your first call to ensure any notification falls within your Policy Period – and we will provide you with the guidance you need.

## What is my retroactive cover date?

Claims can arise years after an incident occurred. Apha requires all healthcare practitioners have 'retroactive cover' i.e. cover against otherwise unknown claims relating to your prior practice in Australia.

If you have held a 'claims incurred' policy prior to 1 July 2003, your retroactive cover date should be the end date of that policy. If you have been employer indemnified for any period after 1 July 2003, your retroactive cover date should be the earliest date you commenced practice that was not indemnified by your employer.

This policy will cover you for incidents arising out of healthcare provided after your retroactive cover date. This date is shown on your Member Benefit Statement. We do not cover you for healthcare provided prior to your retroactive cover date or matters previously known to you, or your past indemnity provider(s).

Please contact us if you require assistance to determine the appropriate retroactive cover date for your practice.

## Run-off cover

Claims can arise at any time. When you (temporarily or permanently) stop practising healthcare in Australia, it's important to maintain cover for potential claims that may arise in the future based on your past practice. Ahpra requires you to have this 'run-off cover' if you decide to take a sabbatical, go on maternity leave, move countries, or retire.

You'll find more information and guidance in '[Section 06: Membership Classification Guide \(Ceasing practice in Australia\)](#)' on page 45. If you cease practising in Australia, complete the [Ceasing Practice](#) form at [mips.com.au/forms](https://mips.com.au/forms)

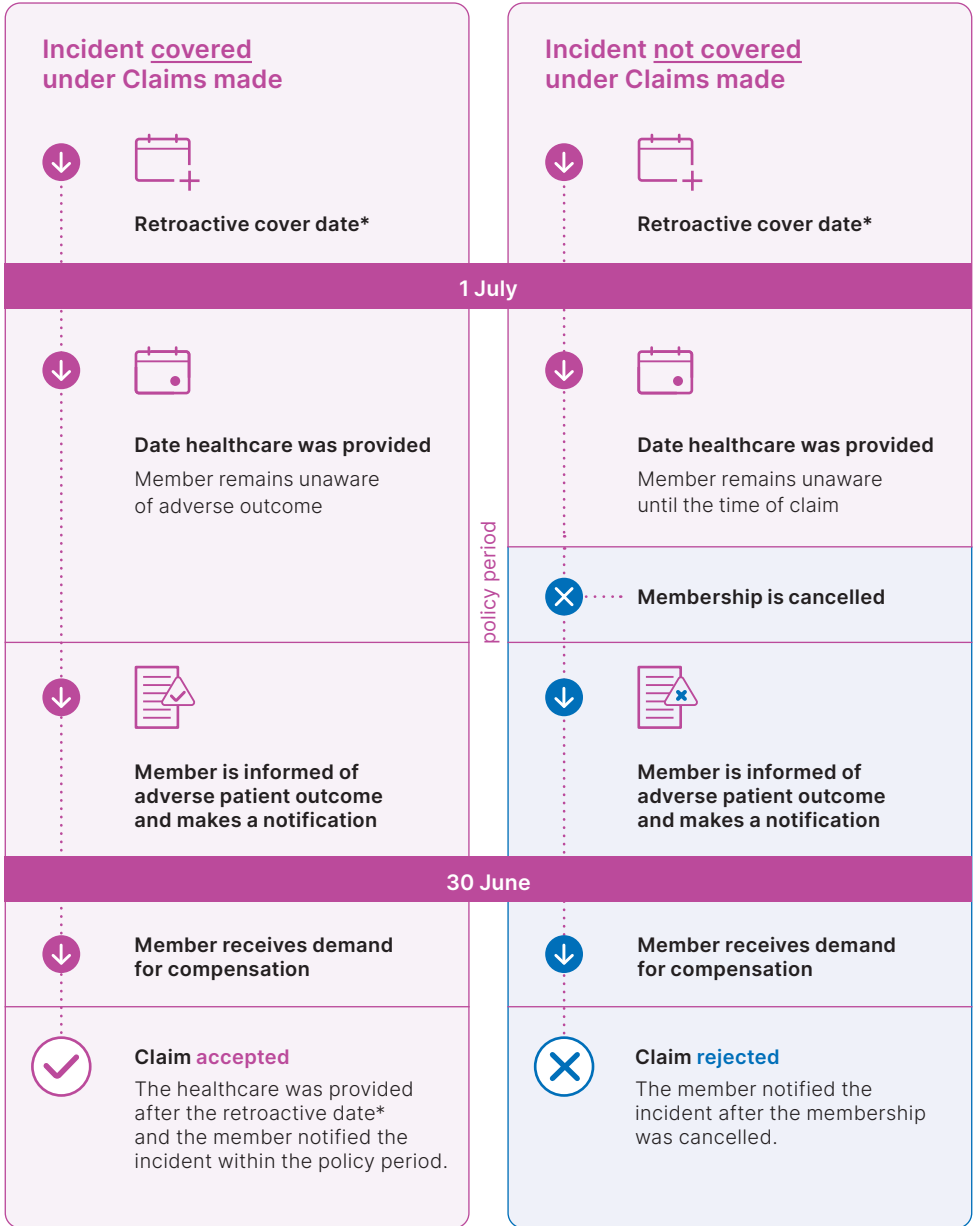
## I am indemnified by my employer – do I still need insurance?

If you have indemnity provided by your employer, you might be wondering if you still need insurance. It is important to check what insurance is provided by your employer, as cover may be limited to claims arising from your civil liability only.

While cover for civil claims is the only cover required by Ahpra to meet its requirement for holding appropriate professional indemnity insurance, MIPS extends coverage in this policy to include following matters:

- Professional and Disciplinary matters
- Employment, Training Program and University Disputes
- Pursuit Matters

If you are uncertain of your employment indemnity arrangements, you should seek advice from your employer.



policy period

\*See definition on page 33.

# Section 04

How to make a claim or notification

## How to notify us

If you're concerned about an incident or circumstance that could lead to a claim, notify us as soon as possible. Your cover and right to indemnity depend on the timely sharing of information.

Your full rights and obligations in the event of a claim, along with the process MIPS will follow, are set out in 'Section 02: Indemnity Insurance Policy' and can also be found online at [mips.com.au/publications](https://mips.com.au/publications)

## We are here for you 24/7

You can contact us at any time for advice and support even before a claim arises. We encourage you to check in with us, even if it is just for peace of mind.

MIPS Member Advice and Support Line:  
1800 061 113 (from outside Australia  
+61 3 8620 8667).

## Keeping in touch

We'll keep in contact with you primarily by email to ensure you receive the information you need quickly and conveniently. We're also just a phone call away if you need to speak with us directly.

To aid our communication, please keep all your contact details up to date via the 'MyMIPS' portal online or alternatively call us on 1800 061 113 (from outside Australia +61 3 8620 8888).

## Notifying us of potential claims



### Contact MIPS as soon as possible

Even if you are not sure an incident will result in a claim, contact MIPS as soon as possible.

**Email:** [claims@mips.com.au](mailto:claims@mips.com.au)

**Phone:** 1800 061 113 (from outside Australia +61 3 8620 8667)

**Submit:** Incident Notification Form at [mips.com.au/claim](https://mips.com.au/claim)



### MIPS will assess the incident

We will look at the facts to determine the best course of action, including whether your notification meets the definition of a 'Claim' under the Indemnity Insurance Policy.



### MIPS will respond

An experienced medico-legal advisor, claims specialist, or a lawyer will contact you, which will depend on whether the notification amounts to an accepted 'Claim' under the Indemnity Insurance Policy.



### Keep MIPS informed

If the incident escalates e.g. you receive a letter from Ahpra or a notice of legal action, notify us straight away.



### MIPS will take action

If appropriate, MIPS will initiate action to protect your interests.

# Section 05

Other information you need to know

## How to make a complaint

MIPS is committed to dealing openly and efficiently with all member feedback and complaints. If you're not satisfied with our products or services, or a decision made in relation to your MIPS membership, please let us know so we can help.

To help to address your complaint effectively, it's important that you follow the process outlined below.

### Step 1: Contact MIPS.

It's often possible to resolve issues by simply contacting MIPS Member Services. If necessary, we may refer your complaint to a more appropriate contact at MIPS, to ensure you are dealing with the right person. A response is usually provided to you within five business days.

#### MIPS Member Service

**Phone:** 1800 061 113  
(from outside Australia +61 3 8620 8888)

**Email:** [complaints@mips.com.au](mailto:complaints@mips.com.au)

**Address:** MIPS, PO Box 24240,  
Melbourne VIC 3001

### Step 2: Refer your complaint for review.

If you're not satisfied with the outcome of your complaint, you can request the complaint be referred to the Internal Dispute Resolution Manager who will conduct an independent review of the matter. The manager will respond to your complaint within 30 calendar days of the complaint, provided they have all the necessary information to complete their review. If we need more information or need to undertake further investigation, we will agree with you a reasonable alternative timeframe. When a decision about your complaint has been made, we'll notify you of our decision in writing, setting out the reasons for our decision.

#### MIPS Internal Dispute Resolution Manager

**Phone:** 1800 061 113  
(from outside Australia +61 3 8620 8888)

**Email:** [complaints@mips.com.au](mailto:complaints@mips.com.au)

**Address:** MIPS, PO Box 24240,  
Melbourne VIC 3001

### Step 3: External dispute resolution.

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

#### Australian Financial Complaints Authority

**Website:** [www.afca.org.au](http://www.afca.org.au)

**Phone:** 1800 931 678  
(from outside Australia +61 1800 931 678)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Address:** Australian Financial Complaints  
Authority, GPO Box 3, Melbourne VIC 3001

## How do I cancel my membership?

### **A cooling off period, for peace of mind**

You have a 30-day cooling off period for your MIPS membership every policy year. If you cancel your membership within the cooling off period, the membership fee you paid will be refunded provided you haven't made an incident notification with MIPS.

### **The option to cancel, with reasonable terms**

You may cancel your membership for any reason by providing us with one day's notice.

If you cancel your MIPS membership outside the cooling off period, we'll refund the value of your membership fee from the day we receive your cancellation request (or a future date requested by you before the next renewal date), minus an administration fee of 20% of that refund, or \$50 – whichever is greater.

For members paying via direct debit instalments, there may be an outstanding balance to pay, depending on your chosen cancellation date. Please contact us for an estimate before you cancel your membership.

All membership benefits including insurance cover end the date that your membership is cancelled. Be sure to notify us of any incidents that may result in a claim before you cancel your membership, as these may be covered by MIPS.

If your membership lapses due to non-payment or is cancelled, you might be in breach of your legal obligations to have appropriate professional indemnity insurance arrangements in place.

## Financial Claims Scheme

The Indemnity Insurance 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). MIPS Insurance, a wholly owned subsidiary of MIPS, is 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](http://www.fcs.gov.au) and the APRA hotline on 1300 55 88 49 (outside Australia +61 2 8037 9015).

# Section 06

## Membership Classification Guide

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## Understanding your membership classification

To meet your Ahpra obligations, it is mandatory to have appropriate professional indemnity insurance in place for all aspects of your practice. To do this, you must ensure that your membership classification covers all the healthcare you provide and need cover for.

The purpose of this section is to provide you with an overview of the different elements of your membership classification to ensure your cover is tailored to the healthcare you provide.

Your classification comprises of your **Category, Practice Basis, Practice State and Endorsements** and an estimate of your level of **Billings, Salary, and Hours** (if applicable). Together, these determine the healthcare that is covered by MIPS. More information on each element of your membership classification is provided below. You are required to accurately provide this information to us.

### Category

Your category is based on your Ahpra registration.

If you are a medical or dental practitioner, a specialist category will apply if:

- You hold a specialist registration with Ahpra; or
- You are undertaking a specialist training program; or
- You have a specialist qualification outside of Australia and you are practising under supervision before obtaining your Ahpra specialist registration.

If your specialty has more than one possible category (e.g. procedural or non-procedural), the category selected will be based on the treatments and procedures you undertake where you are not employer indemnified or under supervision. These treatments and procedures are listed under each respective category but are not exhaustive and may change from time to time. You must ensure that different procedures and treatments you perform are not excluded under your category.

Where you hold more than one Ahpra registration (e.g. both medical and dental), the category will be based on your practice that is not indemnified by your employer that carries the higher risk, as determined by MIPS.

### Practice basis

Your 'Practice basis' (if applicable) describes the type of practice you undertake. For example:

- If your practice is employer indemnified, not employer indemnified, or a combination of both.
- If you have obtained specialist registration, or you are currently undertaking or enrolled in a specialist training program.
- If you have completed your healthcare studies within the last five years.
- If you undertake practice that requires an endorsement.

### **Employer indemnified practice**

Employer indemnified practice is where your employer has agreed to indemnify you for any civil claims arising from your provision of healthcare. This usually applies to practice undertaken in a public healthcare setting, although it may also apply to a private setting.

If you are uncertain of your indemnity arrangements, you should seek advice from your employer. Medical practitioners employed under contract in the public hospital system can contact the Australian Salaried Medical Officers Federation for advice regarding the indemnity provided under their contract.

Even if your employer provides indemnity for civil claims, your employer's indemnity may not extend to other types of claims. In this situation, MIPS provides cover to you for professional and disciplinary matters, coronial investigations, certain types of employment and pursuit matters.

You may approach MIPS for assistance if you have concerns that your employer is not meeting or is unable to meet their obligations to you (e.g. due to conflict of interest).

The 'Employer indemnified only' may be appended to your classification if your practice is solely employer indemnified. All members undertaking practice that is indemnified by their employer are eligible for this cover.

### **Estimating billings, salary and hours**

A 'billings/salary' or 'hours' band may be appended to your Practice basis if you require cover for practice that is not employer indemnified.

You are required to provide an estimate of your annual gross billings for all practice not indemnified by your employer. Note that this is not the same as the income you receive.

If you receive a salary for practice where no billings are generated, you are required to provide the gross amount of salary you receive if the practice is not indemnified by your employer.

### **What to include when estimating billings and/or salary?**

Provide the gross value (whether retained by you or otherwise) before any apportionment or deduction of any expenses and/or tax for:

- All amounts billed to patients under your provider number, either directly by you or by a third party (include payments by individuals, bulk billing amounts); and/or
- Salary you receive for practice where there are no billings generated (for example salary received for the supervision of other practitioners or ward rounds).

### **What to exclude when estimating billings and/or salary?**

Exclude estimated amounts for:

- Billings and/or salary generated from practice where you are indemnified by your employer.
- Salary received where you have already provided billings in your estimate (only provide the billings amount in these circumstances).

If you are commencing practice not indemnified by your employer and are unable to obtain an estimate of billings from your practice manager, locum agency or hospital, you may initially provide your gross salary.

Your estimated gross billings or salary will be applied to your classification for the full Policy Period and a billings/salary or hours band may be appended to your practice basis.

You must notify us as soon as you are aware that your estimated billings/salary band does not accurately reflect the actual level of your practice over the Policy Period. An adjustment to your estimated annual gross billings and/or salary for the Policy Period can be made at any time by providing this information to MIPS before the Policy Period expires.

We are entitled to request evidence or conduct an audit of your gross billings/salary. If we find that the gross billing/salary you estimated was not accurate, we may adjust your membership fee.

Contact MIPS on 1800 061 113 (from outside Australia +61 3 8620 8888) if you need assistance with estimating your billings/salary.

### Estimating hours

You are required to provide your average total hours per week for all healthcare practice and indicate the percentage of hours that relate to practice that is not indemnified by your employer.

### Practice state

The MIPS membership benefits apply throughout Australia. However, your Practice state is where you generate most of your billings and/or salary in a Policy Period, or where you undertake most of your practice if you are employer indemnified.

### Endorsements

Your endorsements can either extend or restrict cover for certain procedures, or healthcare that is not included in your category.

### Cosmetic practice

If you undertake, prescribe, or supervise any cosmetic services, you are required to have recognised qualifications, training, and experience, and maintain an appropriate level of indemnity cover, even if the services are undertaken by a third party.

The 'Minor cosmetic extension' endorsement is required if you undertake procedures outlined in 'Endorsements' below and your category does not include cover for those services.

If you undertake any other cosmetic procedures, you must provide these details to us. This does not apply if the services you undertake are already covered under your category.

MIPS excludes cover for all cosmetic procedures and cosmetic treatments to genitalia.

### Ceasing practice in Australia

If you cease practising (temporarily or permanently) in Australia, you need to maintain 'run-off cover' for claims arising from your prior practice, to meet your professional indemnity obligations required by Ahpra.

MIPS can offer run-off cover for your past practice in an extended reporting period (ERP) membership classification. The cost of ERP cover varies as it is calculated on your individual risk history. If you have been with MIPS for five continuous years and you are permanently retiring from practising healthcare, you will be eligible for 'ERP loyal run-off cover'.

After three years of no private practice in Australia, medical practitioners may become eligible for the Run-off Cover Scheme (ROCS), an Australian Government scheme that offers run-off cover at no cost. In some circumstances, such as maternity leave or retirement, medical practitioners may immediately be eligible for ROCS from the date they cease practice.

Whilst your run-off cover is active, we will continue to provide cover for Good Samaritan acts in line with the current policy terms.

If you have ceased practising in Australia (or you will cease prior to MIPS membership renewal date), complete the [Ceasing Practice](#) form online. Refer to '[Run-off cover basis](#)', on page 48 for further information.

## Practice basis

### International Medical Graduate preparation program

You are an International Medical Graduate (IMG) on Limited Ahpra registration undertaking a Preparation Program prior to commencing a role as a remunerated practitioner in Australia.

### Doctor in training

You have completed your medical qualification within the last four years and have not commenced an accredited specialist training program.

This basis includes cover for practice not indemnified by your employer.

This basis is not eligible for the 'Minor cosmetic extension' endorsements.

### Recent graduate

You have completed your healthcare qualification within the last four years and have not commenced a dental specialist training program.

If your basis states 'Recent graduate – Employer indemnified only', your membership classification excludes cover for practice that is not indemnified by your employer.

If your basis only states 'Recent graduate', your membership classification includes cover for practice not indemnified by your employer.

This basis is not eligible for the 'Minor cosmetic extension' or 'Dental implants (surgical placement) extension' endorsements.

### Specialist in training

You are undertaking a specialist training program approved by an Australian Medical Council (AMC) accredited college.

This basis also applies to international specialists who are undertaking a period of supervised practice in Australia as a registrar, specialist, fellow, or consultant, where that practice is part of an approved program by an AMC accredited college, for the purpose of obtaining an Australian specialist qualification and registration.

Your membership classification includes cover for practice not indemnified by your employer outside of your training program listed under the GP non-procedural category.

This basis is not eligible for the 'Minor cosmetic extension' endorsements.

You are not eligible for this basis if:

- You are undertaking unsupervised obstetrics (other than shared antenatal care), bariatric surgery, spinal surgery or neurosurgery.
- You are practising in an unaccredited registrar position (i.e. not accepted into an accredited specialist training program).
- You are an international specialist undertaking supervised practice where you bill as a specialist, or where that practice is not within an AMC accredited program at an Australian Specialist College.

### Dental specialist in training

You are a general dentist currently undertaking an Ahpra approved program of study for a dental specialist registration.

If your basis states 'Dental specialist in training - Employer indemnified only', your membership classification excludes cover for practice that is not indemnified by your employer.

If your basis only states 'Dental specialist in training', your membership classification includes cover for practice not indemnified by your employer.

This basis is not eligible for the 'Minor cosmetic extension' or 'Dental implants (surgical placement) extension' endorsements.

### Employer indemnified only

You are indemnified by your employer for all your healthcare practice regardless of whether you are in a public or private setting. This basis will not provide indemnity for civil claims.

Refer to '[Employer indemnified practice](#)' on page 44 for further information.

Refer to '[Run-off cover basis](#)' on page 48 if you have the ROCS past private practice basis appended.

### Gross billings/salary

You undertake practice not indemnified by your employer and your type of practice means you are ineligible for another basis. A billings/salary band will be appended to this basis.

Refer to '[Estimating billings, salary and hours](#)' on page 44 for further information.

### Hours per week

You are a dental hygienist, dental therapist, prosthetist or oral health therapist and you undertake practice not indemnified by your employer.

### Non-operating specialist

You undertake practice not indemnified by your employer that is limited exclusively to consultations including:

- seeing patients for second opinions.
- medico-legal assessments and examinations.

You may also undertake surgical assisting in this basis.

If you undertake any procedures in your consultations, you should refer these to MIPS for assessment.

### Surgical assisting only

You are a medical practitioner who practises as a surgical assistant and only assists healthcare practitioners with Fellowship of the Royal Australasian College of Surgeons (FRACS), Fellowship of the Royal Australian and New Zealand College of Obstetricians and Gynaecologists (FRANZCOG) or Fellowship of the Royal Australian and New Zealand College of Ophthalmologists (FRANZCO) qualified surgeons who hold Ahpra specialist qualifications.

If you act as a primary or supervising surgeon or undertake other clinical practice that is not indemnified by your employer, this practice basis does not apply.

### Gratuitous services only

You no longer undertake paid healthcare practice in Australia. However, you undertake gratuitous (unpaid) healthcare activities in Australia, such as volunteering or prescribing, and referral services. This basis provides run-off cover for your previous practice. You are required to maintain appropriate Ahpra registration for the gratuitous healthcare services you continue to provide.

This basis does not include any cover for:

- services where patients (or third parties) are charged by others for the healthcare you provide for which you receive no remuneration;
- prescribing medications or providing treatment for yourself, family members or close personal relationships;
- initiating treatment outside of Good Samaritan context.

### Non-practising

You have ceased all healthcare practice in Australia and your membership provides run-off cover for previous practice. The type of run-off cover you are eligible for will be appended to this basis.

This basis does not include any cover for employer indemnified practice or gratuitous services.

Refer to '[Run-off cover basis](#)' on page 48 and '[Ceasing practice in Australia](#)' on page 45 for further information.

### Reciprocal

You are practising in Australia under the reciprocal arrangement between the Medical Protection Society (MPS) and MIPS and your practice is indemnified by your employer. This basis will not provide indemnity for civil claims.

Refer to '[Employer indemnified practice](#)' on page 44 for further information.

### Run-off cover basis

If you have ceased healthcare practice in Australia, you may be eligible for one of four types of 'run-off cover' that covers you for future claims that may arise from your past practice. The type of run-off cover you are eligible for will be appended to your category.

If you have ceased all healthcare practice in Australia, you may be eligible for **run-off cover only**.

If you have ceased all healthcare practice except for gratuitous services, then you may be eligible for **run-off cover with gratuitous services**.

Depending on your circumstances, you may be eligible for one of four types of run-off cover:

#### Run-off Cover Scheme (ROCS)

Applies if you are a medical practitioner and have ceased healthcare in Australia and you have met the Australian Government Scheme eligibility criteria.

#### ROCS past private practice

Applies if you are a medical practitioner and have met the Australian Government eligibility criteria for ROCS for past private practice and you continue to work in the public sector in an employer indemnified role.

#### Extended Reporting Period (ERP)

Applies if you have ceased all healthcare practice (temporarily or permanently) in Australia and you are not eligible for ROCS.

#### ERP loyal

Applies if you are eligible for ERP, but you have retired permanently from all healthcare practice and have been a MIPS member for five continuous years.

## Endorsements

An endorsement is required if the following procedures are undertaken where you are not indemnified by your employer.

### Medicinal cannabis prescribing

You are a medical practitioner, and you prescribe medicinal cannabis in accordance with state/territory drugs and poisons legislation and comply with requirements of the Therapeutic Goods Administration (TGA). You also require this endorsement if you are supervising prescribing of medical cannabis.

Cover under this endorsement extends to prescribing medicinal cannabis where:

- You are in possession of necessary authorisations from relevant regulatory bodies; and
- You adhere to current clinical guidelines and best practices including providing patient education.

### Minor cosmetics extension (<50% billings)

You undertake, prescribe, or supervise minimally invasive office-based cosmetic procedures that contribute to less than 50% of your billings not indemnified by your employer.

Minor cosmetic procedures covered under this endorsement:

- Botulinum toxin injections (Botox, Dysport, Xeomin etc.).
- TGA-approved non-ablative lasers, radiofrequency and ultrasound- devices for fat reduction, skin resurfacing or skin tightening (medical practitioners only).
- Dermal resurfacing (superficial) including peels, needling/dermal rolling, and microdermabrasion (medical practitioners only).
- Non-permanent dermal filler injections (including collagen, fat, and hyaluronic acid).

- Non-permanent facial thread lift (polydioxanone (PDO), polylactic acid (PLA), polycaprolactone (PCA) (medical practitioners only).
- Platelet-rich plasma (PRP) injections (autologous only) for skin rejuvenation purposes (medical practitioners only).

MIPS excludes cover for all cosmetic procedures and cosmetic treatments to genitalia.

Teeth whitening or bleaching performed by dental practitioners does not require this endorsement.

Non-cosmetic use of botulinum toxin does not require the Minor cosmetic extension endorsement.

All other cosmetic procedures should be referred to us for assessment. Refer to '[Cosmetic practice](#)' on page 45 for further information.

### Minor cosmetics extension (≥50% billings)

You undertake, prescribe, or supervise minimally invasive office-based cosmetic procedures, and the billings relating to those services is more than, or equal to, 50% of your total billings not indemnified by your employer. Refer to 'Minor cosmetic extension (<50% billings)' for a list of included and excluded procedures.

### Spinal surgery extension

You are an orthopaedic surgeon undertaking spinal surgery.

### **Non-specialist undertaking procedural GP activities**

You are in the category 'Medical officer – general practice' or 'Medical officer' and you undertake unsupervised procedural General Practitioner (GP) activities. Refer to '[GP procedural](#)' on page 54 for further information.

### **Dental implants (surgical placement) extension**

You are a general dentist undertaking the surgical placement of dental implants.

### **Bariatric surgery extension**

You are a general surgeon undertaking bariatric surgery including where you are undertaking locums or volunteering to cover colleagues managing postoperative care of bariatric surgery patients.

This extension is not required if:

- you are on call for emergencies and must treat a patient with complications from bariatric surgery (where you are not the surgeon who performed the original procedure); or
- reversing a previous bariatric procedure (where you have not been the surgeon who performed the original procedure).

### **Gratuitous services in Australia**

You undertake gratuitous services not indemnified by your employer and all your other healthcare practice is indemnified by your employer.

# Category Guide

This guide is designed to provide you with information about your category. If you are performing procedures that are not normally associated with your category or you are unsure whether your category is appropriate, contact MIPS.

## Student categories

### Healthcare student

You are studying to obtain your healthcare qualification in medicine, dentistry, oral health, or nuclear medicine technology:

- at an education provider in Australia; or
- outside of Australia and undertaking a temporary student healthcare placement in Australia.

This category provides cover for student healthcare placements (including electives) where the placement is undertaken with the approval of the university at which you are studying to obtain a qualification that will lead to registration as a healthcare practitioner.

If you attend an education provider in Australia, cover is extended to student healthcare placements outside of Australia (excluding the USA and where USA laws apply).

If you are unsure if your student healthcare activities are covered, visit [mips.com.au/placement](https://mips.com.au/placement)

### Observership only (pre-registration)

You are undertaking a healthcare placement (e.g. medical observership) and you are not registered with Ahpra.

This category provides cover for pre-registration healthcare placements where you are under the appropriate supervision of a registered healthcare practitioner who holds the appropriate qualifications.

Appropriate supervision includes direct or indirect supervision that provides adequate access to communication, oversight, interaction, direction, and support from your supervisor throughout the activity.

You are not covered for the provision of healthcare:

- in any capacity other than as an observer; or
- where you are remunerated for the provision of healthcare services; or
- where you represent yourself or hold yourself out as an Australian-registered practitioner.

You are not eligible for this category if you are registered with Ahpra.

## New graduate categories

### Final year student / Intern

You are a final year student and you will complete (or have completed) your medical qualification within the current Policy Period.

Once you have obtained your qualification, cover is limited to practice only as allowed under your provisional registration.

### Final year student / Dental graduate

You are a final year student and you will complete (or have completed) your dental qualification within the current Policy Period.

This category includes cover for practice not indemnified by your employer.

This category is not eligible for the 'Minor cosmetic extension' or 'Dental implants (surgical placement) extension' endorsements.

### Final year student / Nuclear medicine technology graduate

You are a final year student and you will complete (or have completed) your nuclear medicine technologist (NMT) qualification within the current Policy Period.

This basis includes cover for practice not indemnified by your employer.

## Medical non-specialists

### Medical officer – general practice

You hold general, limited, or provisional registration and most of your practice is undertaken in a general practice setting. You have not been accepted into a specialist training program that is approved by an Australian Medical Council (AMC) accredited college.

For a list of treatments and procedures covered under this category refer to '[GP non-procedural](#)' on page 53.

You require an endorsement if you are undertaking any services listed under the '[GP procedural](#)' category and/or any 'Minor cosmetic services' as defined by MIPS.

### Medical officer

You hold general, limited, or provisional registration, and most of your practice is undertaken in a hospital (or non-general practice) setting.

For a list of treatments and procedures covered under this category, refer to '[GP non-procedural](#)' on page 53.

You require an endorsement if you are undertaking any services listed under the '[GP procedural](#)' category and/or any 'Minor cosmetic services' as defined by MIPS.

## General practice categories

These categories also apply if you are undertaking an accredited specialist training program.

### GP non-procedural

You hold specialist registration in General Practice with Ahpra and you undertake treatments, procedures, or practice ('activities') most GPs commonly undertake including but not limited to:

- acupuncture, including laser acupuncture
- after hours deputising services
- allergy testing/ desensitisation program
- arterial blood gas estimations
- blood transfusions
- exercise electrocardiogram (ECG) - with appropriate resuscitation facilities
- external auditory canal syringing
- eyelid – excision/curettage of chalazion
- foreign bodies, including superficial corneal and aural removal
- fracture treatment not requiring reduction or anaesthesia
- hormonal contraceptive implant insertion and removal
- intrauterine contraceptive device (IUCD) insertion and removal
- iron infusion
- local anaesthesia, including digital nerve blocks but excluding regional blocks
- lumbar puncture excluding administration of spinal or epidural anaesthesia
- nosebleed electrocautery
- peripheral joint aspiration and/or intra-articular injections, excluding spine
- post-mortems
- proctoscopy/sigmoidoscopy (without biopsy)
- shared antenatal care in consultation with a hospital, specialist obstetrician or GP obstetrician where you are not involved in the induction or management of labour or delivery of the infant
- simple closed joint dislocation reduction
- skin flaps and grafts, limited to:
  - single-stage skin flaps on the face (including nose, eyelids, eyebrows and ears) where the diameter of the lesion prior to excision, including the margin to be excised, is 15mm or less
- skin flaps and skin grafts (split/partial only) on any location other than the face (including scalp, neck, trunk, limbs, digits) where clinically appropriate and where the diameter of the lesion prior to excision, including the margin to be excised, is 50mm or less. Note that full thickness grafts are excluded under this category on any part of the body.
- skin lesions biopsy, including punch biopsies
- superficial abscess incision and drainage
- superficial lacerations of skin and subcutaneous tissue repair
- superficial skin lesion cautery and cryotherapy
- superficial skin lesion, tumour, and cyst removal
- surgical assistance
- thrombosed external haemorrhoids drainage
- toenail avulsion, including wedge resection, excluding total removal of nail bed
- urinary catheter insertion
- venepuncture and simple insertions of Intravenous (IV) lines/IV drug therapy
- voluntary assisted dying (VAD) medication administration in accordance with relevant legislation.

This list is not exhaustive.

You require an endorsement if you undertake any 'Minor cosmetic services' as defined by MIPS on page 49. The 'GP non-procedural' category excludes cover for the following practice where you are not indemnified by your employer:

- Activities listed under GP procedural
- Administering and monitoring sedation for procedures such as (but not limited to) gastroscopy and colonoscopy
- Obstetric services other than shared antenatal care
- General anaesthesia, regional anaesthesia, or intravenous/intravascular sedation.

### GP procedural

You hold specialist registration in General Practice with Ahpra and you 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.

Activities include:

- accident and emergency activities undertaken in rural and remote settings
- arterial line insertion
- bronchoscopy
- chest tube/drains
- colposcopy
- hyperbaric medicine

- intravenous (IV) sedation for medical and dental procedures using narcotic/benzodiazepine combinations (contact MIPS for cover for other sedatives)
- male circumcision
- minor general surgical procedures (e.g. haemorrhoidectomy by banding or excision, and hernia repairs)
- regional anaesthesia excluding spinal, or epidural
- skin flaps and grafts, including full thickness grafts
- termination of pregnancy (up to 20 weeks)
- uterine dilation and curettage (D&C)
- vasectomy
- varicose veins sclerotherapy.

This category also includes cover for all activities listed in 'GP non-procedural' category. This list is not exhaustive.

You require an endorsement if you undertake any 'Minor cosmetic services' as defined by MIPS on page 49. The 'GP procedural category' excludes cover for the following activities where you are not indemnified by your employer:

- Obstetric services other than shared antenatal care
- Administration of sedative muscle relaxant or anaesthesia agents such as propofol
- Neurosurgery, bariatric surgery, and spinal surgery.

### GP procedural anaesthetics and/or obstetrics

You hold Royal Australian and New Zealand College of Obstetricians and Gynaecologists (RANZCOG) Associate Training Program (Procedural) (PTP), RANZCOG Associate Training Program (Advanced Procedural) (APTP), Diploma of the Royal Australian and New Zealand College of Obstetricians and Gynaecologists (DRANZCOG) or equivalent, or you hold certification in anaesthesia as a Rural Generalist Anaesthetist (RGA) or Joint Consultative Committee on Anaesthesia (JCCA) or equivalent and you undertake:

- Administering agents other than narcotic/benzodiazepine combinations
- General anaesthesia
- Pain medicine within individual scope of training, qualification, and experience, including spinal cord stimulator implantation via open partial or total laminectomy
- Private obstetric services beyond shared antenatal care in a healthcare facility
- Regional anaesthesia (beyond digital blocks)
- Spinal or epidural anaesthesia.

This category also includes cover for all activities listed in the 'GP procedural' and 'GP non-procedural' categories. This list is not exhaustive.

If you are training and undertaking unsupervised obstetrics or anaesthetic services, and you are not indemnified by your employer for those services, contact MIPS so we can advise on the right cover.

You require an endorsement if you undertake any 'Minor cosmetic services' as defined by MIPS on page 49.

The 'GP procedural including anaesthetics and/or obstetrics' category excludes cover for any planned involvement in home births not indemnified by your employer.

### Specialist non-surgical categories

These categories also apply if you are undertaking an accredited specialist training program.

#### Addiction medicine

You hold Ahpra specialist registration for Addiction medicine and you practise in this specialty.

#### Anaesthesia

You hold Ahpra specialist registration for Anaesthesia and you practise in this specialty.

This category also applies if you are an anaesthesia specialist who also holds specialist registration in intensive care medicine, and you undertake practice in both specialties including where you are not indemnified by your employer.

#### Dermatology

You hold Ahpra specialist registration for Dermatology and you practise in this specialty.

This category includes cover for any cosmetic services that are listed under the 'Minor cosmetic extension' endorsements.

Cosmetic procedures not included above are also covered, if those services:

- fall within the scope of your accredited training; and
- generate less than 50% of your total billings from practice not indemnified by your employer.

If your other cosmetic procedures exceed 50% of your practice, or you undertake blepharoplasty, meloplasty, or similar cosmetic surgical procedures, you require cover under the 'Cosmetic proceduralist' category. MIPS excludes cover for all cosmetic procedures to genitalia.

### Emergency medicine

You hold Ahpra specialist registration for Emergency medicine and you practise in this speciality.

This category also applies if you are an emergency medicine specialist who also holds specialist registration in anaesthesia or intensive care medicine, and you undertake practice in both specialities, including where you are not indemnified by your employer.

### Intensive care medicine

You hold Ahpra specialist registration for Intensive care medicine and you practise in this speciality.

### Medical administration

You hold Ahpra specialist registration in Medical administration where your practice is restricted to non-clinical services only.

This category includes cover for clinical practice where it is indemnified by your employer.

### Occupational and environmental medicine

You hold Ahpra specialist registration for Occupational and environmental medicine and you practise in this speciality.

### Paediatrics and child health

You hold Ahpra specialist registration for Paediatrics and child health and you practise in this speciality.

### Pain medicine

You hold Ahpra specialist registration for Pain medicine and you practise in this speciality.

This category includes cover for percutaneous/subcutaneous placement of spinal stimulation leads.

This category excludes cover for spinal cord stimulator implantation via open partial or total laminectomy. If you undertake this procedure, refer to Physician procedural.

### Palliative medicine

You hold Ahpra specialist registration for Palliative medicine and you practise in this speciality.

### Pathology

You hold Ahpra specialist registration for Pathology and you practise in this speciality.

If you also hold specialist registration as a Physician and your pathology reporting activities generate less than 50% of your annual billings for practice not indemnified by your employer, category 'Physician non-procedural' will apply.

This category excludes analysing specimens or data, or providing opinions for genomic, embryonic, or foetal screening and testing, where the sample has been received from a country outside of Australia.

### Physician non-procedural

You hold Ahpra specialist registration as a Physician in one of the below specialities and you undertake minimally invasive procedures:

- Cardiology (non-interventional)
- Clinical genetics
- Clinical pharmacology
- Endocrinology
- Gastroenterology and hepatology
- General medicine
- Geriatric medicine
- Haematology
- Immunology and allergy
- Infectious diseases
- Medical oncology
- Nephrology
- Neurology
- Nuclear medicine
- Respiratory and sleep medicine
- Rheumatology.

This category includes cover for procedures including but not limited to:

- Bone marrow biopsy
- Bronchoscopy
- Chemotherapy
- Gastroscopy (excluding Endoscopic retrograde cholangiopancreatography (ERCP))
- Pain medicine within individual scope of training, qualification, and experience
- Percutaneous/subcutaneous placement of spinal stimulation leads, excluding spinal cord stimulator implantation via open partial or total laminectomy
- Proctoscopy
- Renal biopsy
- Respiratory medicine (including endobronchial ultrasound-guided transbronchial needle aspiration (EBUS TBNA) and transbronchial lung biopsy)
- Sigmoidoscopy.

If you also hold specialist registration in Pathology and your pathology reporting activities generate less than 50% of your annual billings for practice not indemnified by your employer, you remain eligible for this category.

### Physician procedural

You undertake more invasive procedures in your speciality including but not limited to:

- Colonoscopy
- Endoscopic retrograde cholangiopancreatography (ERCP)
- Liver biopsy
- Pain medicine within individual scope of training, qualification and experience, including spinal cord stimulator implantation via open partial or total laminectomy.

### Psychiatry

You hold Ahpra specialist registration for Psychiatry and you practise in this speciality.

### Public health medicine

You hold Ahpra specialist registration for Public health medicine and you practise in this speciality.

### Radiation oncology

You hold Ahpra specialist registration for Radiation oncology and you practise in this speciality.

### Radiology

You hold Ahpra specialist registration for Radiology and you practise in this speciality. This category includes interventional procedures, including lung biopsies, joint injections, insertion of intra-arterial stents and image guided biopsies.

If you are a gynaecologist and you hold the Certificate of Obstetric and Gynaecological Ultrasound (COGU) of the Royal Australian and New Zealand College of Obstetricians and Gynaecologists (RANZCOG), and the only practice not indemnified by your employer is the provision of ultrasound services (including diagnostic obstetrics and gynaecology imaging, amniocentesis, and chorionic villus sampling (CVS)) you are required to be in this category.

This category excludes analysing data, or providing opinions, for genomic, embryonic, or foetal screening and testing where the sample has been received from a country outside of Australia.

### Rehabilitation medicine

You hold Ahpra specialist registration for Rehabilitation medicine and you practise in this speciality.

### Sexual health medicine

You hold Ahpra specialist registration for Sexual health medicine and you practise in this speciality.

### Sport and exercise medicine

You hold Ahpra specialist registration for Sport and exercise medicine and you practise in this speciality.

## Specialist surgical categories

These categories also apply if you are undertaking an accredited specialist training program.

### Cardiothoracic surgery

You hold Ahpra specialist registration for Cardiothoracic surgery and you practise in this specialty.

### General surgery

You hold Ahpra specialist registration for General surgery and you practise in this specialty.

Bariatric surgery is excluded where this practice is not employer indemnified unless you have the 'Bariatric surgery extension' endorsement.

### Gynaecology including In Vitro Fertilisation (IVF)

You hold registration in a relevant Ahpra recognised field of specialty practice in Gynaecology and you practise in this specialty.

This category includes cover for shared antenatal care, including where you are not indemnified by your employer for these services. You must not become involved or plan to become involved, in the induction or management of labour or delivery unless you are indemnified by your employer for those obstetric services.

If you undertake obstetric services where you are not employer indemnified for this practice, you require cover under the 'Obstetrics and Gynaecology' category.

If you undertake locums or provide on-call cover for practitioners who are the specialist obstetricians for obstetric management, you require cover under the 'Obstetrics and gynaecology' category.

If you hold the Certificate of Obstetric and Gynaecological Ultrasound (COGU) of the Royal Australian and New Zealand College of Obstetricians and Gynaecologists (RANZCOG) and the only practice not indemnified by your employer is to undertake ultrasound services (including diagnostic obstetrics and gynaecology imaging, amniocentesis, and chorionic villus sampling (CVS)), you require cover under the 'Radiology' category.

### Neurosurgery

You hold Ahpra specialist registration for Neurosurgery and you practise in this specialty.

### Obstetrics and gynaecology

You hold Ahpra specialist registration for Obstetrics and gynaecology and you practise in this specialty. This category includes cover for managing and inducing labour in a healthcare facility, including where those services are not indemnified by your employer where your practice basis is 'Gross billings/salary'.

This category excludes cover for any involvement in planned home births.

### Ophthalmology

You hold Ahpra specialist registration for Ophthalmology and you practise in this specialty.

This category includes cover for cosmetic services covered under the 'Minor cosmetic extension' endorsements.

Cosmetic procedures not included above are also covered, if those services:

- Fall within the scope of your accredited training; and
- Generate less than 50% of your total billings from practice not indemnified by your employer.

If your other cosmetic procedures exceed 50% of your practice, you require cover under the 'Cosmetic proceduralist' category.

### Oral and maxillofacial surgery

You hold Ahpra specialist medical registration (with or without specialist dental registration) for Oral and maxillofacial surgery and you practise in this speciality.

This category includes cover for cosmetic services covered under the 'Minor cosmetic extension' endorsements.

Cosmetic procedures not included above are also covered, if those services:

- Fall within the scope of your accredited training; and
- Generate less than 50% of your total billings from practice not indemnified by your employer.

If your other cosmetic procedures exceed 50% of your practice, you require cover under the 'Cosmetic proceduralist' category.

### Orthopaedic surgery

You hold Ahpra specialist registration for Orthopaedic surgery and you practise in this speciality.

Spinal surgery is excluded where this practice is not employer indemnified unless you have the 'Spinal surgery extension' endorsement.

### Otolaryngology head and neck surgery

You hold Ahpra specialist registration for Otolaryngology head and neck surgery and you practise in this speciality.

This category includes cover for cosmetic services covered under the 'Minor cosmetic extension' endorsements.

Cosmetic procedures not included above are also covered, if those services:

- Fall within the scope of your accredited training; and
- Generate less than 50% of your total billings from practice not indemnified by your employer.

If your other cosmetic procedures exceed 50% of your practice, you require cover under the 'Cosmetic proceduralist' category.

### Paediatric surgery

You hold Ahpra specialist registration for Paediatric surgery and you practise in this speciality.

### Plastic surgery

You hold Ahpra specialist registration for Plastic surgery and you practise in this speciality.

This category includes cover for cosmetic services covered under the 'Minor cosmetic extension' endorsements.

Cosmetic procedures not included above are also covered, if those services:

- Fall within the scope of your accredited training; and
- Generate less than 50% of your total billings from practice not indemnified by your employer.

If your other cosmetic procedures exceed 50% of your practice, you require cover under the 'Cosmetic proceduralist' category.

MIPS excludes cover for all cosmetic procedures and cosmetic treatments to genitalia.

### Urology

You hold Ahpra specialist registration for Urology and you practise in this speciality.

### Vascular surgery

You hold Ahpra specialist registration for Vascular surgery and you practise in this speciality.

This category includes cover for cosmetic services covered under the 'Minor cosmetic extension' endorsements.

Cosmetic procedures not included above are also covered, if those services:

- Fall within the scope of your accredited training; and
- Generate less than 50% of your total billings from practice not indemnified by your employer.

If your other cosmetic procedures exceed 50% of your practice, you require cover under the 'Cosmetic proceduralist' category.

## Cosmetic practice

### Cosmetic proceduralist

This category applies if:

- You hold Ahpra registration as a specialist plastic surgeon, dermatologist, ophthalmologist, oral and maxillofacial surgeon, otolaryngologist or vascular surgeon and your approved cosmetic services exceed 50% of your annual total gross billings not indemnified by your employer; or
- You hold Ahpra registration as a gynaecologist or a surgeon, other than a plastic surgeon, oral maxillofacial surgeon, otolaryngologist or vascular surgeon, and You undertake any cosmetic surgery.

Cover for cosmetic surgery procedures is subject to individual application and approval. If approved, cover will be limited to surgery performed in a licensed and/or accredited health facility in accordance with state requirements and in the presence of a specialist anaesthetist.

MIPS excludes cover for all cosmetic procedures and cosmetic treatments to genitalia.

For more information see '[Cosmetic practice](#)' on page 45.

## Dental categories

### Dental non-specialists

#### Dental hygienist/therapist

You hold Ahpra registration as a Dental hygienist or Dental therapist and you practise in this field. Practice in this category includes teeth whitening.

#### Oral health therapist

You hold Ahpra registration as an Oral health therapist and you practise in this field.

#### Dental prosthetist

You hold Ahpra registration as a Dental prosthetist and you practise in this field.

#### Dentist

You hold Ahpra registration as a General Dentist and you practise in this field.

This category includes cover for activities within the definition of dentistry, including:

- Services in assessment, diagnosis, treatment, management, and prevention
- Crowns, veneers
- Non-cosmetic use of botulinum toxin
- Orthodontic treatments within the scope of a General Dentist.

Surgical placement of dental implants is excluded unless you have the 'Dental implants (surgical placement) extension' endorsement.

Cosmetic services are excluded unless you have the 'Minor cosmetic extension' endorsement, and you only undertake those services approved for dental practitioners.

### Dental specialists

These categories also apply if you are undertaking an accredited specialist training program.

### Dento-maxillofacial radiology

You hold Ahpra registration for Dento-maxillofacial radiology and you practise in this field.

### Endodontics

You hold Ahpra registration for Endodontics and you practise in this field.

### Forensic odontology

You hold Ahpra registration for Forensic odontology and you practise in this field.

### Oral and maxillofacial pathology

You hold Ahpra registration for Oral and maxillofacial pathology and you practise in this field.

### Oral and maxillofacial surgery (dental)

You hold Ahpra dental registration (but not medical registration) for Oral and maxillofacial surgery and you practise in this field.

This category includes cover for cosmetic services covered under the 'Minor cosmetic extension' endorsements.

Cosmetic procedures not included above are also covered, if those services:

- Fall within the scope of your accredited training; and
- Generate less than 50% of your total billings from practice not indemnified by your employer.

If your other cosmetic procedures exceed 50% of your practice, you require cover under the 'Cosmetic proceduralist' category.

### Oral medicine

You hold Ahpra registration for Oral medicine and you practise in this field.

### Oral surgery

You hold Ahpra registration for Oral surgery and you practise in this field.

### Orthodontics

You hold Ahpra registration for Orthodontics and you practise in this field.

### Paediatric dentistry

You hold Ahpra registration for Paediatric dentistry and you practise in this field.

### Periodontics

You hold Ahpra registration for Periodontics and you practise in this field.

### Prosthodontics

You hold Ahpra registration for Prosthodontics and you practise in this field.

### Public health dentistry (Community dentistry)

You hold Ahpra registration for Public health dentistry (Community dentistry) and you practise in this field.

### Special needs dentistry

You hold Ahpra registration for Special needs dentistry and you practise in this field.

## Cover for Nuclear medicine technology practitioners

### Nuclear medicine technologist

You hold Ahpra registration for Nuclear medicine technologist and you practise in this field.

# Section 07

## Privacy Policy

## Your privacy

MIPS takes your privacy seriously.

How we collect, use, hold and disclose information is governed by the Privacy Act 1988 (the Privacy Act) and the Australian Privacy Principles (APPs). This privacy policy applies to Medical Indemnity Protection Society Limited (ABN 64 007 067 281) and to all its related subsidiaries including MIPS Insurance Pty Ltd (ABN 81 089 048 359).

MIPS is committed to protecting the privacy of your personal information. Personal information includes any information or opinion, about an identified individual or an individual who can be reasonably identified from information about them. Information or opinion is still treated as personal information whether it is true or not and regardless of whether we have kept a record of it.

## Why do we collect personal and sensitive information?

MIPS must collect, use, hold and disclose personal information to carry on its business operations. Types of information that we collect and hold about you could include: your name, sex, postal or email address, telephone numbers, and date of birth or relevant information about your current and past healthcare practice.

We collect this information so that we can:

- identify you, conduct appropriate checks and keep your information up to date
- understand your requirements and provide you with a product or service
- assess, approve, issue and administer membership
- provide assistance, support, risk management and claims and defence advice
- manage, administer and improve our products, services and systems
- assess and investigate any claims, incidents or notifications
- manage, train and develop our employees and representatives
- manage complaints and disputes, and report to dispute resolution bodies
- comply with legislative or regulatory requirements, and
- tell you about our products or services we think may interest you.

The collection of sensitive information is restricted by the Privacy Act. This includes information about your religion, racial or ethnic origin, political opinions, criminal record, and sexual orientation. It also includes health information and biometric information. Generally, we only collect this type of information if it is necessary to provide you with a specific product or service and you have consented to that collection. This may include, for example, assessing an application for membership or providing assistance in relation to a claim.

If you do not allow us to collect all of the information we request, we may not be able to provide you with a membership benefit or service or deliver all of those services effectively.

## How do we collect personal information?

We collect most personal information directly from you. For example, we will collect your personal information when you apply for membership or access a membership benefit or service or lodge a claim. We collect this information in person, over the phone, over a video conference (or other telecommunication means), or electronically via email or when you visit our website.

Sometimes we collect personal information about you from other people or organisations. This may happen without your direct involvement. For instance, obtaining information from your representative or information that is publicly available, for example from public registers or social media, or made available by third parties. Only relevant information is collected for MIPS to undertake its business operations and information that is unsolicited or incorrect may be disposed of in accordance with internal processes.

## How do we hold personal information?

Much of the information we hold will be stored securely and managed by MIPS or specialist external service providers. Some information we hold will be stored in paper files. Personal and sensitive information is currently held in a secure manner in a number of countries including Australia, Canada, France, Germany, Gibraltar, Hong Kong, Singapore, Switzerland, United States of America and United Kingdom. Information disclosed and stored with our service partners is subject to all reasonable steps being undertaken to ensure information will be treated in a manner consistent with the APPs and other applicable laws and principles such as the United States of America and European Union Privacy Shield Framework. Disputes in relation to personal information disclosed to these providers are protected by the independent recourse mechanism.

MIPS uses a range of physical and electronic security measures to protect the security of the personal and sensitive information we hold.

For example:

- access to information systems is controlled through strict identity and access management procedures
- appropriate data encryption techniques are applied
- employees are bound by internal information security policies and are required to attest to compliance with policies
- MIPS' internal information assets are protected by information security and threat detection and response systems
- service agreements with external service providers are required to meet or exceed the minimum requirements outlined by APPs
- all employees are required to complete training about information security, and
- we regularly monitor and review our compliance with internal policies, regulatory and industry guidelines.

## To whom may we disclose your personal information, and why?

In order to provide you with MIPS membership benefits and services, MIPS may disclose personal and sensitive information to related entities and external service providers to perform some functions on our behalf. Some of the operations of these service providers are located overseas. However, where possible, providers services are accessed by MIPS via their Australian registered and operated subsidiaries. We only disclose your information to these organisations when it is necessary for the services they provide MIPS.

We will use and disclose your personal and sensitive information for the purposes we collected it as well as purposes that are related to that, where you would reasonably expect us to. For example, we may disclose your personal and sensitive information to:

- MIPS related entities
- service providers of claims administration and policy administration systems
- insurers, reinsurers, brokers, actuaries, assessors or investigators
- a third-party claimant or witnesses in a claim
- administrative service providers, consultants and contractors
- accounting, legal and professional advisers or auditors
- government, statutory or regulatory bodies and enforcement bodies
- the Australian Financial Complaints Authority (AFCA) or any other external dispute resolution body
- your personal legal representative or under the instruction of a Power of Attorney, for example after your death for management of your estate, and
- any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them.

We may collect and disclose your personal and sensitive information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

We may also use your de-identified information for research and statistical analysis.

## Our marketing practices

MIPS may utilise personal information to distribute information about MIPS products, services, publications and news that you might be interested in. This distribution may occur via mail, SMS, email, telephone, online or in person.

If we use your information for marketing purposes, we will comply with relevant legislation, for example all electronic activities comply with the requirements of the Spam Act 2003 (Cth).

Your personal information is kept confidential and only disclosed to you or those parties permitted by this statement.

## Right of access to your information

You have a right to access and correct your personal and sensitive information. Please contact the Privacy Officer on 1800 061 113, or at [compliance@mips.com.au](mailto:compliance@mips.com.au) to request your information. There is no charge for the provision of that personal information. If you request access to sensitive information, there may be a delay in providing this information for example, if the information is related to a claim that is still under consideration.

## Privacy Complaints

MIPS deals openly and efficiently with complaints, expressions of dissatisfaction and disputes relating to privacy. MIPS has an internal complaint and dispute resolution process which is free. If you have a complaint about privacy, please contact MIPS on 1800 061 113 or at [complaints@mips.com.au](mailto:complaints@mips.com.au). We will respond to your complaint within 15 business days. If we need to receive more information, or to undertake investigations about your complaint, we will agree reasonable timeframes with you of up to 45 days.

If the matter is still not resolved to your satisfaction upon conclusion of the Complaints process, you can contact the Office of the Australian Information Commissioner.

### **Office of the Australian Information Commissioner**

GPO Box 5228  
Sydney NSW 2001

**Phone:** 1300 363 992

**Fax:** 02 6123 5145

**Website:** <https://www.oaic.gov.au/contact-us>

# Section 08

## Financial Services Guide

The services described in this Financial Services Guide (FSG) are provided by MIPS. Contact details for MIPS can be found at the end of this document. This FSG contains information about who pays for the financial services provided to you, how MIPS deals with complaints, and explains any associations or relationships that could influence MIPS. It's designed to help you decide whether to use the services offered by MIPS.

You should make your own assessment of MIPS before joining and read this Member Handbook Combined PDS and FSG.

## What financial services does MIPS provide?

MIPS holds an AFSL authorising it to deal in, and provide, financial product advice in relation to general insurance and miscellaneous financial risk products for retail clients who are members. This includes issuing, applying for, acquiring, varying, and disposing of a general insurance product, custodial and depository services, and claims handling and settling services. MIPS is responsible for the financial services it provides through its trained employees and representatives.

### General insurance

The Indemnity Insurance Policy for MIPS members is issued by MIPS Insurance. MIPS Insurance is a wholly owned subsidiary of MIPS. Cover is issued by MIPS Insurance under a master policy arrangement with MIPS. When MIPS arranges cover it is doing so on behalf of MIPS members. MIPS Insurance is an Australian Prudential Regulatory Authority (APRA) regulated insurer and holds an AFSL authorising the provision of financial product advice for general insurance products to retail and wholesale clients who are members.

### Custodial services

The insurance policy that MIPS has in place for its members, and the benefits under those policies, are held in trust by MIPS for MIPS members. This is a custodial service provided by MIPS.

### Will I get a statement of advice?

MIPS does not issue statements of advice as we are licensed to only provide general financial advice which will not consider your objectives, financial situation and needs. Because our advice does not take these matters into account, you should consider your own circumstances before choosing MIPS membership.

### Will I get a product disclosure statement?

You'll receive a PDS for each financial product issued to you as a retail client. Each PDS contains information that will enable you to make an informed decision about the financial product. It sets out the significant features of the financial product as well as other information and details required by law to be in a PDS.

### What does MIPS charge?

MIPS charges a membership fee for MIPS membership which includes the cost of membership benefits, including insurance cover.

### Remuneration and commissions

MIPS does not charge any additional fee or receive any remuneration for its custodial services. MIPS staff receive market-based salaries and are not paid commissions. For more information about remuneration, please ask MIPS within a reasonable time of receiving this FSG and before You choose to join MIPS.

## What should I do if I have a complaint?

Refer to '[Section 05: Other information you need to know \(How to make a complaint\)](#)' on page 39 to understand how MIPS handles complaints.

## What arrangements does MIPS have in place to compensate clients for losses?

MIPS has professional indemnity insurance in place that will cover MIPS for claims made against MIPS in relation to the conduct of MIPS or its representatives in the provision of MIPS financial services. The insurance meets the requirements of the 'Corporations Act 2001 (Cth)'.

## Financial Claims Scheme

Refer to '[Section 05: Other Information you need to know \(Financial Claims Scheme\)](#)' on page 40 in the PDS for an explanation of the Financial Claims Scheme.

## This handbook was prepared on 01 May 2025

This handbook is a combined PDS and FSG, designed to help you make an informed decision when applying for MIPS membership. It describes the features and benefits of MIPS membership including insurance cover, which is only available by being a MIPS member.

The PDS describes the features and benefits of the insurance. MIPS is responsible for the FSG.

Information in the PDS that is not materially adverse (e.g. contact email addresses) information is subject to change from time to time and may be updated by notice provided on the MIPS website. A paper copy of any updated information will be given, or an electronic copy made available without charge on request.

## Contact Us

T: 1800 061 113

E: [info@mips.com.au](mailto:info@mips.com.au)

E: [claims@mips.com.au](mailto:claims@mips.com.au)

## Outside Australia

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