

Member Handbook

Combined Product Disclosure Statement
and Financial Services Guide

INDEMNITY INSURANCE POLICY
MIPS ASSIST

1 July 2021



mips

Healthcare professionals in clinical practice face significant risk of complaints, legal action and investigation.

MIPS membership provides a tailored solution for healthcare practitioners and students that provides indemnity, protection and support. Membership benefits include:

- **Indemnity Insurance Policy** including cover for civil liability and defence costs for matters arising from healthcare provided by you
- **MIPS Assist** discretionary benefits for professional matters not covered by insurance such as issues concerning, colleges, professional associations or universities
- **24/7 clinico-legal advice and support** from experienced clinical, legal and professional advisers
- **Accredited education and resources** to help prevent or mitigate loss, as well as assist you with meeting ongoing CPD requirements
- **Other member benefits** including advocacy and lobbying to support interests of the member base and access to additional products and services eg health insurance.

Members first. As a not for profit mutual owned by members, MIPS exists to support and protect the character and interests of its members.

Who can apply to join?

MIPS membership is available to:

Healthcare practitioners	Healthcare students
AHPRA registered medical, dental and nuclear medicine technologist practitioners.	Students studying a course that will lead them to become an AHPRA registered medical, dental or nuclear medicine technologist practitioner.
	Students currently studying a medical or dental healthcare discipline at a recognised education provider outside of Australia and undertaking a temporary placement in Australia.

All membership applications are subject to eligibility rules and processes. An annual membership fee applies for practitioners and international students. Membership is free for students enrolled in an AHPRA approved program of study (see www.ahpra.gov.au) with an Australian Institution that qualifies the graduate for registration as a Medical, Dental or Nuclear Medicine Technologist healthcare practitioner. The benefits of MIPS membership, including the insurance cover, cease upon cancellation or lapse of membership.

This handbook was prepared on 28 April 2021

This handbook is a combined Product Disclosure Statement (PDS) and Financial Services Guide (FSG). It is 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. You should read it before making a decision on whether to join MIPS or renew or amend your membership. This handbook is available at mips.com.au/publications or on request free of charge.

Medical Indemnity Protection Society Ltd (MIPS) ABN 64 007 067 281 AFSL 301912 is the custodian and policyholder of the *Indemnity Insurance Policy*. Insurance is a benefit of membership. The issuer of the *Indemnity Insurance Policy* is MIPS Insurance Pty Ltd ABN 81 089 048 359 AFSL 247301 (MIPS Insurance). MIPS is the issuer of the MIPS Assist discretionary cover which is also a benefit of membership. The PDS describes the features and benefits of both the insurance and discretionary benefits. MIPS and MIPS Insurance both take responsibility for the whole of the PDS. MIPS is responsible for the FSG.

The insurance component of membership is provided by MIPS Insurance Pty Ltd, which is authorised by the Australian Prudential Regulation Authority to conduct insurance business in Australia. MIPS Insurance Pty Ltd has issued a master policy to MIPS which insures its members as third party beneficiaries.

MIPS Assist is provided by MIPS which is not authorised under the *Insurance Act 1973* to conduct insurance business in Australia. MIPS and MIPS Assist are not subject to the provisions of the *Insurance Act 1973* and are not regulated by the Australian Prudential Regulation Authority (APRA). MIPS has an Australian Financial Services Licence that authorises it to provide this type of protection and support to its members. MIPS is regulated by Australian Securities and Investments Commission (ASIC) as an Australian Financial Services Licensee.

Information in the PDS that is not materially adverse 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.

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Product disclosure statement

Membership benefits

Indemnity insurance summary

MIPS has acquired on behalf of its members an *Indemnity Insurance Policy* which covers you for claims arising out of the provision of healthcare. It covers your acts, errors or omissions.

The maximum MIPS Insurance will pay in the aggregate for all claims notified by a member during the membership year is **\$20 million**. Conditions apply, see the Section 2 'The maximum we will pay' in the *Indemnity Insurance Policy* in this handbook.

Cover under the policy meets the professional indemnity requirements of AHPRA for healthcare practitioners.

This is a summary only. See the *Indemnity Insurance Policy* in this handbook for full terms, conditions and exclusions.

Types of events, liability, cost or expense		Cover
	Defending you in the event of complaints or civil suits from patients	✓
	Representing you in an investigation by authorities, including AHPRA, HCCC, coroner, Medicare, health ombudsman/commissioner concerning healthcare	✓
	Assisting with responses to investigations or disciplinary hearings by your employer, colleges or professional body concerning healthcare	✓
	Paying legal costs, damages or other civil liabilities you are ordered to pay	✓
	Representing you with hospital inquiry defence/removal from proceedings	✓
	Pursuing your rights to be indemnified by your employer for a civil claim, complaint	✓
	Responding to a subpoena to provide healthcare records	✓
	Defending a complaint against a mandatory report	✓
	Defending a complaint where there is a dispute with a government department or statutory authority in relation to your healthcare	✓
	Defending a complaint made about you because you have reported a patient or practitioner for child abuse/neglect	✓
	Funding an appeal where MIPS considers there is merit and reasonable prospects of success	✓
	Defending you from any complaint arising from a Good Samaritan act in any country except the US or where US law applies	✓
	Defending any complaints made against administrative staff or assistants you employ	✓
	Defending civil claims made against your business where you are the sole practitioner and owner	✓

■ MIPS Assist (formerly MIPS Protections) for non-healthcare risks

MIPS Assist is unique to MIPS and is an added discretionary cover that can provide assistance for non-healthcare risks arising from your clinical activities that may not otherwise be covered by insurance arrangements.

MIPS will consider your request for assistance in accordance with the MIPS Constitution and the law. You can have a realistic expectation that claims under MIPS Assist will be accepted if the claim comes within the scope of the discretionary cover provided by MIPS. MIPS is more likely to provide assistance for cases that affect a member's professional character or interests or that promote honourable and discourage irregular practice. **MIPS Assist is available to members unless otherwise indicated on your Member Benefit Statement.**

The type of things we can cover under MIPS Assist

Assistance, including payment of defence costs, may be provided for disputes that arise in connection with your employment, professional college or association and regulator issues, for example:

» Employment and industrial relations

Advice on disputed employment contracts or providing assistance if you are wrongly accused of breaching your employment contract.

» College, professional association or university

We can assist you with disputes you have with your college, professional association or university where you have been the victim of a lack of due process, procedural fairness or illegal discrimination (eg race, gender), for example suspension or expulsion due to misconduct or a breach of conduct.

» Workplace discrimination, bullying or harassment

We can assist you to defend false allegations of workplace discrimination, bullying or harassment or respond where you are a victim of workplace discrimination, bullying or harassment and your employer is unable or unwilling to assist.

The type of things we are unlikely to cover under MIPS Assist

MIPS has discretion to accept or refuse assistance in whole or in part. MIPS may withdraw assistance, if your conduct is fraudulent or where you do not cooperate with MIPS or act in good faith. The following provides examples MIPS is unlikely to assist you with:

- any accusations or acts that are malicious or of a deliberate, reckless or criminal nature
- financial assistance to initiate legal proceedings rather than respond to legal proceedings (eg initiate proceedings that accuse others of defamation, libel or slander)
- where you refuse to settle a matter that is capable of being settled. In this case, MIPS may limit the amount of defence costs incurred up until the earliest date the settlement could have been achieved
- fund the cost of any repayment you must make to any statutory authority, government department or employer
- further assistance on the same matter if your appeal is not successful

-
- if you have not undertaken any available dispute resolution process
 - actions where you were practising healthcare outside your scope of practice or without being AHPRA registered
 - any activities that would otherwise be covered with the *Indemnity Insurance Policy* that is also a benefit of membership.

Members must obtain prior approval from MIPS prior to incurring any costs.

24/7 clinico-legal advice and support

Members have access to independent and experienced fellow practitioners, legal and professional advisers to discuss claims, complaints, professional challenges, risks and problems they experience. MIPS prides itself on the quality of the independent and confidential advice that its expert advisers provide.

Accredited education and resources

Building on its vast clinico-legal knowledge base, MIPS has developed a suite of risk education offerings to assist members in meeting their continuous professional development requirements. Risk education, assists members to better manage their day-to-day working life and challenges, helps avoid adverse or unexpected outcomes against patients or, in the event they occur, help mitigate those outcomes. Features include:

- college accredited CPD
- live online webinars
- on demand (online modules and webinar recordings)
- access to news, articles, resources and guides
- delivery of customised education programmes through employers and associations

Other member benefits

MIPS actively represents the interests of its members in accordance with its Constitution to consider, originate, promote and support, or oppose legislative or other measures that impact healthcare practitioners.

Members can access tools and resources that will assist with financial literacy as well as health and wellbeing initiatives through a range of customised products and services designed in collaboration with MIPS.

This is a summary of MIPS membership benefits only.

See the relevant sections in this handbook for full terms, conditions and exclusions.

Key definitions

Membership classification

Your membership classification determines the extent your healthcare practice is covered. You should ensure your classification covers the healthcare services you provide. Members must have appropriate recognised qualifications, training and experience for the healthcare services they provide including appropriate supervision, if required. You are not covered under the *Indemnity Insurance Policy* for any healthcare provided outside your membership classification or scope of practice.

Some types of practice require you to have an endorsement placed on your membership that will impact the cost of your membership (eg minor cosmetics). Information regarding membership classification, including endorsements, can be found in the 'Membership classification guide' section of this handbook.

Claims-made policy

Medical indemnity insurance in Australia is provided on a claims-made basis. This approach is different to some other countries, such as the UK, where cover is generally provided on a claims-incurred basis.

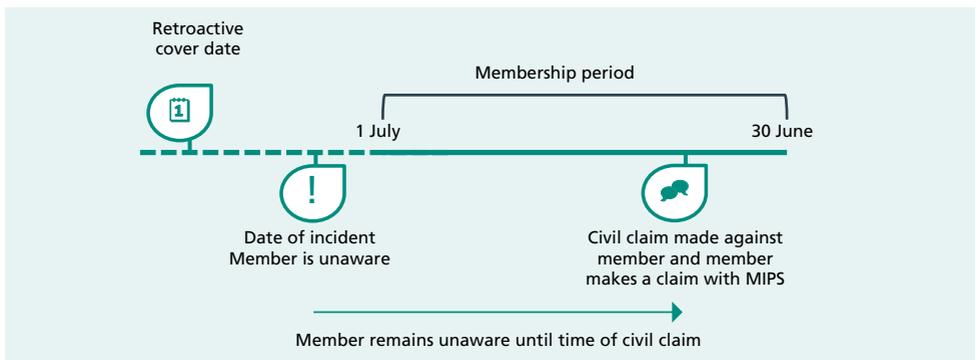
Claims-made insurance policies cover claims made in the period of insurance and notified to the insurer in the period of insurance.

The *Indemnity Insurance Policy* is a claims-made insurance policy. Cover will apply:

- if you are a current MIPS member at the time the incident is notified to MIPS; and
- where the relevant incident occurred on or after your retroactive cover date but excluding any known or previously reported events.

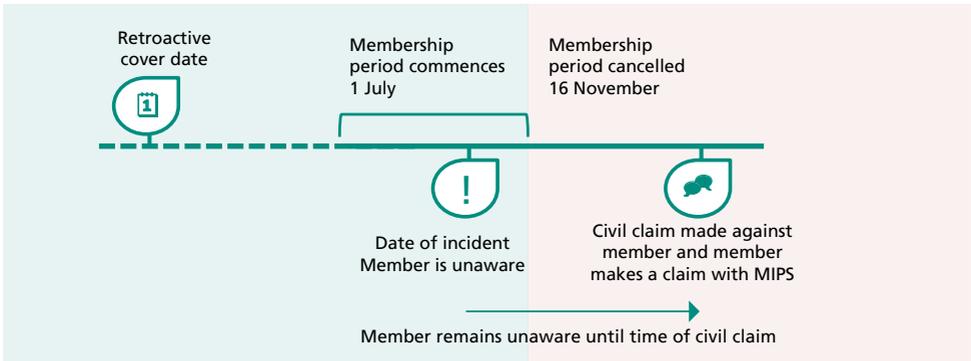
You must notify MIPS of any claim or complaint made against you or any investigation or incident as soon as reasonably practicable after you first become aware of the claim or investigation.

Incident covered under claims made



Claim accepted. The claim occurs after the retroactive date and is reported within the membership (policy) period.

Incident not covered under claims made



Claim rejected. Claim reported after membership (policy) period cancellation, even though incident occurred within membership period.

Retroactive cover (cover for previous practice)

It is common for a claim or complaint to be first made years after the practice was undertaken. It is an AHPRA requirement that you have appropriate retroactive cover (also known as 'tail cover') for otherwise uncovered matters arising from prior practice in Australia.

When you apply for MIPS membership you must ensure your retroactive cover date reflects your first date of practice in Australia or the date you first undertook any non-employer indemnified practice. If you held a claims incurred policy prior to 1 July 2003 your retroactive cover date should be effective the end date of that policy.

The *Indemnity Insurance Policy* will then cover you for new claims that arise from healthcare practice undertaken after the retroactive cover date set out on your Member Benefit Statement.

There is no cover for healthcare provided prior to your retroactive cover date or matters previously known to you or your previous indemnity provider(s).

Run-off cover (cover for previous practice when ceasing healthcare in Australia)

When you cease practice in Australia, the potential for claims relating to your past clinical practice continues. To remain covered for claims made after you cease practice permanently or temporarily in Australia due to reasons such as retirement, going on maternity leave, leaving Australia or taking a sabbatical you will need to continue your MIPS membership in an appropriate 'run-off' cover membership classification. Refer to the Membership Classification Guide section 'Ceasing practice in Australia' for further information.

When you cease practice in Australia, complete the *Ceasing Practice Form* online at mips.com.au/forms

Premium Support Scheme (PSS)

The PSS is an Australian Government scheme designed to help eligible doctors with the costs of their medical indemnity. MIPS administers our members applications for this scheme on behalf of the Government. Eligible doctors will see the benefit of the PSS as a reduction in the total membership fee payable.

You may be eligible for the PSS if:

- your gross medical indemnity costs exceed 7.5% of your estimated gross income generated from private practice gross billings, or
- you are a procedural medical general practitioner in a rural area as defined by the scheme, or
- you have retired from private practice (\$0 private medical income for the full membership year), but continue to practise in the public sector and your medical indemnity costs include run-off cover for incidents relating to your prior period of private practice.

If you are eligible and choose to participate you will need to provide your estimated gross private medical income. Based on this information you may be advanced an estimated subsidy.

If you are advanced a subsidy, it is a Government requirement that you complete a Final Determination Statutory form verifying your 'actual gross private medical income' within 12 months of the relevant PSS subsidy period.

This figure will be used to determine the actual subsidy you are eligible for. Any change to your income may result in either receiving an additional subsidy or repaying part of or the entire subsidy advanced.

Failure to provide the information within the required timeframe will also require any subsidy advanced to be repaid.

Any PSS subsidy advanced to you that you are no longer eligible for must be repaid to MIPS before MIPS will offer an invitation to apply for a renewal of membership. If you fail to repay this subsidy, MIPS is required to notify Medicare Australia which will likely impact any future entitlements to the PSS.

PSS details will be outlined on your Member Benefit Statement.

To assess your eligibility for a PSS subsidy please complete the *Premium Support Scheme (PSS) Application form* online at mips.com.au/forms

For more information, please visit the Department of Health website and refer to the PSS Frequently Asked Questions at health.gov.au

Administrative staff and sole practitioner covers

Administrative staff and assistants cover

Cover is provided to protect your practice staff who assist you to provide healthcare. If you employ administrative staff, dental assistants or practice managers indemnity cover is extended to cover them in connection with the healthcare you provide. Staff who are AHPRA registered and require their own indemnity are excluded.

Administrative staff and assistants cover excludes claims in connection with cosmetic services.

Sole practitioner entity cover

If you operate your own practice where you are both the owner and the only healthcare practitioner, cover is provided to protect the entity of your practice, ie the company, partnership or business. This cover will also apply to your practice structure when you employ a nurse or if you require a locum to temporarily replace you while you are on leave. It can also apply where your spouse jointly owns the business but does not work as a healthcare practitioner with the business or if you have a silent business partner who is not involved in day to day operation of the business. Conditions apply. See section 23 of the *Indemnity Insurance Policy*.

Examples of eligible structures

✓ Sole practitioner entity cover can apply	✓ Sole practitioner entity cover can apply	✗ Sole practitioner entity cover cannot apply
		
Practitioner (You) Practice manager/assistant	Practitioner (You) Spouse	Practitioner (You) Practitioner (Other)
100% ownership Employee	100% ownership 50% ownership	Owner Owner or employee or contractor*

*Excluding where a locum temporarily replaces you on leave.

Note: All AHPRA registered healthcare practitioners, including nurses and locums, are required to obtain their own professional indemnity insurance.

If you are not a sole practitioner you may need to consider a separate Practice Entity Policy to cover your practice entity and actions of your staff. You can contact MIPS for information about obtaining this cover.

Examples of when cover may apply

For example, a patient may make a complaint or claim against your staff or practice for incidents such as:

- refusing treatment before you see a patient
- receiving a subpoena and failing to act on it (with or without your knowledge)
- allegations of discrimination
- miscommunication that leads to serious harm of a patient
- mis-filed or lost patient records
- accidental breach of privacy, eg sending test results to the wrong patient
- failure to follow-up despite the practice's standard process and instructions
- improper transport or storage of drugs (eg vaccines) that are later used

Example of sole practitioner entity cover

MIPS member Dr Priyanka is a surgeon and wholly owns Sensitive Medical. She employs a single practice manager, David.

After a successful posterior colpoperineorrhaphy, Dr Priyanka reviews the patient and makes some notes. She requests David to send a copy of the notes to the patient.

The practice has previously treated the patient's sister and has contact details on file under the same name. David accidentally sends the details to the sister, who then calls the patient to enquire. Unknown to the practice the sisters are estranged and do not share personal details. The patient is embarrassed as the surgery is in an intimate area and she complains to the practice about the breach of privacy and threatens to sue the practice.

In this scenario, the complaint does not arise directly from the healthcare and is not the fault of the practitioner, rather the practice manager. Priyanka's business, Sensitive Medical, is vicariously liable for the actions of its employees and would be liable in the event of a claim. She could notify MIPS to seek assistance to cover any civil claim against David or Sensitive Medical.

See part C of the *Indemnity Insurance Policy* for terms, conditions and exclusions.

Indemnity for practice outside of Australia

Cover under the *Indemnity Insurance Policy* can be extended, based on approval, to you while conducting temporary healthcare placements outside of Australia (excludes the USA or where USA law applies). Extension of cover may result in an additional fee for your membership.

Scenarios where an extension of cover to practice outside of Australia may apply (may be subject to approval, see *Indemnity Insurance Policy* for details):

Scenario	Cover
Student activities or placements under appropriate supervision	✓
Employer indemnified placement (eg employee in a hospital)	✓
Gratuitous aid healthcare services to disadvantaged locals	✓
Healthcare services when accompanying an Australian sporting and/or cultural group	✓
Medical retrievals and repatriation	✓
Telehealth for existing patients in Australia where you are temporarily outside of Australia. Conditions apply, see clause 14 (Telehealth).	✓

Student members are automatically covered provided they meet required criteria, see the see clause 16 (Student placements and healthcare activities) in the *Indemnity Insurance Policy* of this handbook or visit mips.com.au/placement

Members who will undertake emergency medical retrievals should refer to 'Medical retrievals' in the *Indemnity Insurance Policy* in this handbook for cover criteria.

Other members must complete the *Cover for Healthcare Services Outside of Australia* form available at mips.com.au/forms

What we do not insure

The *Indemnity Insurance Policy* does not cover all events and circumstances or all types of claims arising from your provision of healthcare. See Section 32 'What we do not insure' of the *Indemnity Insurance Policy* for exclusions.

Making a claim

As a member you do not need to be under the threat of being sued to contact us. Our members-only advice and support line is available to assist even before any complaint, claim or investigation arises.

Claims can be notified as follows:

Cover	Who to lodge with
<i>Indemnity Insurance Policy</i>	MIPS 1800 061 113 claims@mips.com.au mips.com.au/claim
<i>MIPS Assist</i>	

Claims, advisory and protections process

The process for notifications is as follows:

1. **Contact MIPS:** Even if you're not sure an incident will result in a claim, complaint or investigation you must contact MIPS as soon as reasonably practicable. The earlier we know of a potential issue, the better placed we are to offer timely, professional advice and support. Contact 1800 061 113 or claims@mips.com.au or submit an Incident Notification form found at mips.com.au/claim
2. **Assess:** The circumstances of all new incidents are assessed and the cost of defending the incident is estimated.
3. **Respond:** After assessing the incident, you will receive a response from experienced clinico-legal adviser, lawyer or professional services adviser.
4. **Further details:** If the incident is escalated or additional information is made available eg you receive a letter from AHPRA or a notice of legal action, contact MIPS as early as possible.
5. **Take action:** If appropriate, MIPS will initiate appropriate actions to protect your interests.

If a claim has been accepted, you must give MIPS the reasonably necessary information and assistance required to investigate, settle or defend the claim. You must also cooperate in any action MIPS takes if there is a right to recover any money payable from any other person. For claims under the *Indemnity Insurance Policy*, the insurer (MIPS Insurance) may take over and conduct the defence or settlement of any claim or respond to legal proceedings for damages in accordance with the policy terms and conditions.

If the matter escalates, MIPS has the authority to appoint lawyers from its panel to represent and defend the interests of a member. Depending on the complexity of a claim, it may take several months or years to resolve if legal proceedings are initiated.

Your full rights and obligations are set out in the *Indemnity Insurance Policy* which is in this Handbook and available at or on request. Also set out is what MIPS will do, and what you must do, in the event of a claim.

Example of an *Indemnity Insurance Policy* claim

MIPS member Joanna is a GP working in a suburban clinic. She recently treated a patient, Kevin, for a wrist injury. After an X-ray, she reasoned it was soft-tissue damage and not a fracture. She referred Kevin to a physiotherapist.

Kevin found the physio treatment painful and it did not heal the injury. He returned to Joanna who referred Kevin for a bone-scan at the local hospital. This scan revealed a broken scaphoid bone in the wrist. Kevin's wrist was placed in plaster at the local hospital.

Kevin complained to Joanna and said she should have known about this earlier and should not have referred him to the physio which caused him more pain. Kevin said he would be seeking compensation from Joanna for his pain.

Joanna notifies the matter under the *Indemnity Insurance Policy* and the claim is accepted. Legal proceedings are commenced against Joanna seeking compensation of \$100,000. The claim against Joanna is settled for \$40,000 plus legal costs. The cost for the lawyer to defend Joanna is \$20,000. Both of these amounts are paid under the *Indemnity Insurance Policy*.

What should I do if I have a complaint?

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

To help to resolve your complaint effectively and efficiently, it is important that you follow the process outlined below.

1. Contact MIPS

It is possible to resolve the issue simply by communicating the problem to a MIPS staff member. Alternatively, the staff member will refer you to the appropriate contact person at MIPS based on the nature of the issue. This way your complaint reaches the right person. A response is usually provided to you within 5 business days. You can contact us:

Phone: 1800 061 113

Email: info@mips.com.au

Address: MIPS, PO Box 24240, Melbourne VIC 3001

2. Review by our Internal Dispute Resolution Manager

If you are not satisfied with the outcome of the business review you can request the complaint be referred to the Internal Dispute Resolution Manager for review. The manager will treat your complaint as a dispute and conduct an independent review of the matter. The manager will respond to your complaint within 15 business days, provided we have all the necessary information and have completed our investigations. If we need more information or need to undertake further investigation, we will agree reasonable alternative timeframes with you of up to 30 days. When a decision about your complaint has been made we will notify you of our decision in writing, setting out the reasons for our decision.

You can contact **MIPS Internal Dispute Resolution Manager:**

Phone: 1800 061 113

Email: idr@mips.com.au

Address: MIPS, PO Box 24240, Melbourne VIC 3001

3. Seek external dispute resolution

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

You can contact AFCA:

Website: www.afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

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

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). We are authorised by APRA. In the unlikely event that an insurer authorised by APRA becomes insolvent, the Federal Treasurer may make a declaration that the FCS applies to that insurer. If the FCS applies you may be entitled to have valid claims paid under the FCS. Access to the FCS is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at www.fcs.gov.au and the APRA hotline on 1300 55 88 49.

Conditions of membership

How to apply for membership

To apply for membership, you must complete a membership application form.

You can do this online at mips.com.au/join

When you apply you must provide details of your healthcare practice(s) for which you require cover including previous practice which is assessed to determine your membership classification.

Communicating with MIPS

MIPS communicates with its members by telephone, post, email and online. To assist with timely membership responses and our efforts to reduce paper use, our membership correspondence is provided electronically. To ensure you receive timely important membership information we require your current email address and mobile phone number.

You are responsible for making sure the email and mailing address we have for you are up to date. You should advise us of any changes via my membership online services at mips.com.au/login or by completing the Change of Details form online at mips.com.au/forms

If you tell us not to send your membership material and information to you electronically, then we will send them by post to the mailing address you gave us.

Member Benefit Statement

This is a statement of your membership benefits and membership details, including membership category, basis, endorsement(s), retroactive cover date and practice state for the membership period and up to three previous membership periods used to calculate your membership fee (if applicable). This document will become a tax invoice upon payment. If any details are incorrect contact MIPS.

Your duty of disclosure

Before you become a member of MIPS or apply to renew, extend, vary or reinstate your membership you must disclose to MIPS anything that you know, or could reasonably be expected to know, that is relevant to MIPS' decision to provide membership to you and the terms and conditions on which membership is offered.

For example, your previous claims history or previously unreported incidents or circumstances from your healthcare activities that could lead to complaints, claims, investigations or legal actions or AHPRA, healthcare board investigations or Health Ombudsman or State and Territory health complaints body complaints against you, must be disclosed.

If you fail to comply with your duty of disclosure this may affect your entitlement to cover under the *Indemnity Insurance Policy* and MIPS Assist. MIPS may be entitled to refuse or withdraw cover under MIPS Assist or cancel your membership, or both.

Further, MIPS Insurance may be entitled to reduce its liability under the insurance policy (possibly to nil) or cancel your insurance cover, or both. If your non-disclosure is fraudulent, MIPS Insurance may be entitled to void your insurance cover.

Your duty of disclosure does not require you to disclose any matter:

- that is common knowledge
- that we know or in the ordinary course of business ought to know
- where we have waived compliance with your duty of disclosure
- that diminishes our risk (eg you commence lower risk practice without advising MIPS).

MIPS will consider the information you provide when deciding to accept your application or renewal.

Your membership application

When you apply for membership, renew or vary your membership, you will be required to respond to a series of mandatory questions, which includes providing information about:

- description of your current and past practice for which you have appropriate qualifications, training and experience
- details of your registration and practice history
- your annual gross billings for non-employer indemnified practice
- your previous MDO (if applicable)
- your medical indemnity insurance history.

You must provide us with accurate and complete answers to all questions.

If you do not provide accurate and complete answers to all questions, you may prejudice your entitlement under the insurance cover (see duty of disclosure in the previous section). Also, you may prejudice your other member rights and entitlements.

If you fail to provide accurate and complete answers to any question MIPS asks you, MIPS may, in its discretion, cancel your membership or reduce the protection that applies or is provided to you. Where you have not given accurate or complete answers to any question(s) relevant to that amount of your membership fee(s), MIPS may invoice you for the relevant additional membership fees that would have been levied based on accurate and complete answers.

Keeping us informed

A member must notify MIPS in writing when any of the following occur:

- any change in practice or the nature of the healthcare you provide and/or the location in which healthcare is provided
- start and/or cessation of practice
- cancelling MIPS membership
- requesting extended reporting period or run-off cover
- requesting cover for practice outside of Australia
- any change in AHPRA details or registration conditions.

If you do not inform MIPS of a change, it may prejudice your right to member benefits, including insurance cover under the insurance policies. A change may also affect your membership fee.

A new Member Benefit Statement will be issued when your membership fee has changed.

Acceptance and renewal of membership

You must complete an application form to apply for MIPS Membership.

Your MIPS membership commencement date will be the date of approval or a future nominated date subject to approval and payment. Your membership period and retroactive cover date is stated on your Member Benefit Statement.

You are required to determine if there is anything you need to do or disclose to MIPS prior to acceptance or renewal of your membership (refer to 'Duty of disclosure'). Renewal of MIPS membership is not automatic, invitations to renew your membership are issued annually. Entitlement to cover under the *Indemnity Insurance Policy* or MIPS Assist will cease if membership is not renewed. MIPS will advise you if your membership is not going to be renewed within a reasonable period to allow you sufficient time to obtain alternative professional indemnity insurance.

MIPS will consider membership constitutional fit, when assessing membership acceptance or renewal, including:

- dishonourable or irregular practice
- dishonest or unethical conduct
- frequency or severity of claims, incidents, investigations or complaints
- any misstatement, misrepresentation or non-disclosure made during interactions with MIPS
- conduct that is prejudicial to the interests of MIPS or have a negative impact on the healthcare professions
- conviction(s) for criminal offences.

MIPS may refuse to provide an offer of membership where an applicant fails to meet MIPS' constitutional fit or consistent with the *Medical Indemnity Act 2002 (Cth)* legislation where the practitioner/s:

- failed to comply with the duty of the utmost good faith or duty of disclosure
- made a misrepresentation to the insurer during the negotiations for the contract but before it was entered into
- failed to comply with a provision of the contract, including a provision with respect to payment of the premium
- made a fraudulent claim under the contract
- places the public at risk of substantial harm in the practitioner's private medical practice because the practitioner has an impairment
- private practice poses an unreasonable risk of substantial harm to the public or patients
- poses an unreasonable risk of harm to members of the indemnity provider's staff because of persistent threatening or abusive behaviour towards members of staff
- has persistently failed to comply with reasonable risk management requirements of indemnity provider
- has practised without being registered or licensed
- is practising in breach of a limit on the registration or licensing.

For a comprehensive list refer *Medical Indemnity Act 2002 (Cth)*.

Paying your membership fee

Payment of your membership fee is due when you first join and by the due date on your Member Benefit Statement when you renew or update your membership details.

Members may elect to pay their membership fee by direct debit in monthly instalments. Payment by monthly instalments does not incur any additional fees but members are required to complete and return a Direct Debit Instalment Request form. Refer to direct debit member agreement for terms and conditions. To establish a direct debit arrangement, complete a Direct Debit Instalment Request form available from mips.com.au/forms

If your membership fee payment or other liability to MIPS is in arrears for more than one month, you shall cease to be entitled to any of the benefits of membership of MIPS from the date when the payment or other liability fell due. That means your rights to membership benefits, including insurance cover and MIPS Assist may be prejudiced.

How your membership fee is calculated

MIPS uses a risk assessment approach when calculating membership fees to reflect the contribution required to appropriately cover your risk arising from both current and past practice.

The membership fee is individually calculated based on your membership classification (including location) for your current and past practice for up to three previous membership periods.

The mature membership fee is payable when your membership classification and location are the same for four consecutive years (current and three prior periods). If you amend to a higher risk classification (eg commencing private practice), you can expect to see a stepped increase in your membership fee until you reach a notional mature membership fee.

When you move from a high-risk classification to a low-risk classification you can expect to see a stepped decrease in your membership fee until you reach the notional mature membership fee.

The following factors are considered when calculating your membership fee:

- actuarial advice and recommendations received by MIPS
- the membership classification that best describes your current and past practice
- whether you perform procedural or non-procedural healthcare services
- any endorsements applied to your membership
- any employer indemnity for healthcare services you provide
- your billings and/or salary from any non-employer indemnified (private) practice work you undertake
- your current and prior practice locations
- your personal claims and registration history
- your nominated retroactive cover date
- the approach to management of risk shown by you
- the number and nature of claims already accepted in previous membership years
- the membership benefits that are provided to you
- the cost of the insurance policies arranged by MIPS
- administration costs associated with providing membership benefits
- any government taxes or charges such as GST and ROCS levy.

The total costs of membership are determined following consideration of:

- the current reserves and surplus members' funds retained by MIPS; and
- expected investment returns from those funds

See the 'Membership classification guide' in this handbook for detail about how we assess your practice.

Consistent with the *Medical Indemnity Act 2002 (Cth)*, MIPS Insurance may also charge a risk surcharge in respect of the cover provided under the *Indemnity Insurance Policy* to reflect that, because a practitioner engages, or has engaged, in conduct that deviates from good medical practice, the practitioner's private medical practice is likely to pose a higher risk to patients than similar practices. MIPS will notify you of the amount of the risk surcharge if it is applicable to you and state the reason for requiring payment of the risk surcharge.

Excesses and non-standard conditions

No standard excess applies under the *Indemnity Insurance Policy* or MIPS Assist.

In the event MIPS determines that an excess or non-standard condition applies, you will be notified in writing at the time of application or prior to MIPS issuing you an offer of renewal. The excess or non-standard condition will be shown on your Member Benefit Statement.

A non-standard condition, for example, is a requirement to undertake additional training or exclusion of certain procedures.

See Section 24 'Excess and non-standard conditions' in the *Indemnity Insurance Policy* for further information.

Cooling off period

You may cancel your MIPS membership within 30 days of the membership period commencing (cooling off period), unless you have made an incident notification to, or claim against MIPS, under the *Indemnity Insurance Policy* or MIPS Assist. If you choose to do this the membership fee you paid will be refunded.

Cancelling your membership

Members may cancel membership at any time.

If you cancel your membership outside of the cooling off period, MIPS will refund the value of your membership fee from the day of cancellation until 30 June, less an administration fee of 20% of that refund or \$50, whichever is greater.

If you pay your membership fee via direct debit instalments and you cancel your MIPS membership you may have an outstanding balance to pay depending on your date of cancellation and current account balance. Please contact MIPS for an estimate prior to cancelling your MIPS membership.

You must notify MIPS of any claim made against you or any investigation or incident that may result in a claim being made before the end of your membership period. All membership benefits, including insurance cover and MIPS Assist, ceases when membership is cancelled. Valid claims or notifications arising from incidents or events prior to cancellation will continue to be managed by MIPS.

Cancellation of membership by MIPS

MIPS may cancel your membership if you do not comply with MIPS' Constitution, such as when your conduct is deemed to be prejudicial to the interest of MIPS. Examples of such conduct that will result in cancellation of membership are provided in the 'Acceptance and renewal of membership' section of this handbook.

All membership benefits, including insurance cover and MIPS Assist, cease immediately when membership is cancelled.

Example of cancellation effective 1 November, for a membership expiring 30 June

Paid in full		Paying via instalments	
Total membership fee	\$1,200.00	Total membership fee	\$1,200.00
Amount paid	-\$1,200.00	Amount paid to date*	-\$480.00
		Account balance (amount owing)	\$720.00
Unused pro-rata membership fee	-\$792.33	Unused pro-rata membership fee	-\$792.33
Cancellation administration fee**	\$158.47	Cancellation administration fee**	\$158.47
Refund due to member	\$633.87	Amount payable to MIPS	\$86.14

*4 instalment payments made, **20% of unused portion (minimum of \$50)

Estimating future liabilities

Each year MIPS receives actuarial advice on MIPS claims costs, operational costs, investment returns and member reserves. This advice includes an analysis of the anticipated costs of the insurance cover arranged by MIPS and requests under MIPS Assist, adjustments to reserves for known matters and pricing recommendations for membership fees.

MIPS Insurance also manages its risk exposure through reinsurance coverage that it obtains from Australian authorised reinsurers.

MIPS ensures that it has adequate financial resources to discharge its future liabilities or make future payments to members by maintaining funds in reserve. MIPS' financial position is shown in its annual reports, available at mips.com.au/publications and shows MIPS' significant accumulated net assets.

Indemnity Insurance Policy

About this policy

This policy sets out the terms and conditions on which MIPS Insurance agrees to insure MIPS Members. There are certain words that are specifically defined, and these are set out at the end of this policy. Please read the policy carefully and keep it in a safe place together with the most recent Member Benefit Statement issued to you.

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

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

Payment of the membership fee for MIPS membership includes the cost of this insurance cover. You must meet the terms set out in the 'Conditions of membership' section to be eligible for cover.

Members in practice basis 'MIPS Assist Only' are not covered by this policy. For information on membership benefits and cover that applies to members in 'MIPS Assist Only', refer to the Membership Classification Guide.

Important Information

When reading this policy, **You** should also refer to **Your Member Benefit Statement** which will state whether cover is subject to any conditions. For example, MIPS may:

- impose a deductible / excess;
- exclude from cover certain procedures that in your case impose an unreasonable risk in the circumstances;
- exclude certain coverage sections altogether;
- impose as a condition of cover that you undertake additional training, including referring an Insured for risk management training; or
- impose as a condition of cover that you are chaperoned or have qualified supervisory assistance for the performance of certain procedures.

About Your cover

1. When You are insured

- 1.1 **We** agree to insure **You**, the **MIPS Member**, on the terms set out in this **Policy** and **Your Member Benefit Statement** while **You** are a current member of **MIPS**.
- 1.2 **We** will only agree to cover **You** if the **Claim, Investigation** or proceeding commences during the **Period of Insurance** and is notified to **Us** in the **Period of Insurance** but only for matters arising from **Incidents** occurring after the **Retroactive Date** and before the commencement of either an **Extended Reporting Period** or **Run-off Cover Period**.
- 1.3 **We** will only agree to cover **You** where **You**:
 - a. held appropriate and recognised qualifications, training and experience for the **Healthcare** provided; and
 - b. held an appropriate registration for the **Healthcare** provided; and
 - c. held an appropriate MIPS membership classification for the **Healthcare** provided. **You** should carefully read the **Membership Classification Guide** to ensure **Your** chosen category covers **Your** proposed activities.
- 1.4 If **Your Member Benefit Statement** shows that **Your** practice basis is 'MIPS Assist Only', **You** are not insured under this **Policy** and have no entitlement to make a **Claim** under this **Policy**.

2. The maximum We will pay under this Policy

- 2.1 The maximum amount **We** will pay under this **Policy** in the aggregate, including **Defence Costs**, is stated on **Your Member Benefit Statement** and is either:
 - a. \$20 million for any one **Claim** and in the aggregate for all **Claims** notified in the **Period of Insurance** by **You**; or
 - b. \$10 million for any one **Claim** plus an automatic reinstatement to the same value and \$20 million in the aggregate for all **Claims** notified in the **Period of Insurance** by **You** if **You** are required to have an automatic reinstatement to meet Australian Health Practitioner Regulation Agency requirements.

2.2 The maximum **We** will pay is subject to the sub-limits set out in the table below:

Area of cover	Clause/s	Sublimit*	Aggregate limit	
Insurance Cover Part A				
Civil liability coverage	3.1	None	} \$20M	
Appeals (under part A)	3.2	None		
Insurance Cover Part A – Extensions				
Discipline and regulatory matters	4	None		
Hospital inquiries	5	None		
Mandatory reporting	6	None		
Medicare and PSR	7	None		
Private health investigations	8	None		
Coronial inquiry or royal commission	9	None		
Drug and poisons authorities	10	None		
Removal from proceedings	11	None		
Subpoenas	12	None		
Insurance Cover Part A – Specific inclusions				
Indemnity dispute pursuit	13			
Telehealth	14	None		
Clinical trials and research projects	15	None		
Student placements and Healthcare activities	16	None		
Gratuitous services	17	None		
Medical retrievals and repatriation	18	None		
Good Samaritan acts	19	None		
Insurance Cover Part B – Extensions				
HIV, Hepatitis B or Hepatitis C	20	\$25,000		
Insurance Cover Part C – Extensions				
Administrative Staff or Assistants	21	None		
Sole practitioner entity	22	None		

*With the exception of Part B – Extensions, a \$10 million limit applies in respect of any one **Claim** if **You** are required to have an automatic reinstatement to meet Australian Healthcare Practitioner Regulation Agency Requirements (see clause 2.1(b)).

2.3 **We** regard each of the following as one **Claim**:

- All **Claims** arising from the provision of **Healthcare** to any one patient.
- All **Claims, Defence Costs** or **Investigations**, or a combination of some or all of them, arising from the provision of **Healthcare** to any one patient.
- All **Claims, Defence Costs** or **Investigations** arising from the provision of **Healthcare** to any one woman and her unborn child/children or newly born child/children.
- All **Claims** by one or more claimants arising from any **Incident** or any one series of related **Incidents** in the provision of **Healthcare**.

Insurance cover part A

3. Civil liability coverage

- 3.1 **We** will cover **You** for compensation **You** become legally liable to pay in respect of any **Claim** made against **You**, including **Defence Costs**, arising from **Healthcare** provided by **You**.
- 3.2 **We** will appeal any decision made against **You** under Insurance cover part A where legal advice shows there is merit and a reasonable prospect of success and **You** consent to the appeal in writing.

Insurance cover part A – Extensions

The cover under Insurance Cover Part A is extended to cover **Defence Costs** as well as legal costs **You** are ordered to pay as a result of any such proceeding or **Investigation** in relation to:

4. Discipline and regulatory matters

- 4.1 an **Investigation**, or proceeding before a healthcare board, Australian Healthcare Practitioner Regulation Agency, administrative tribunal or of an administrative nature.

5. Hospital inquiries

- 5.1 a complaint or an **Investigation** or proceedings by a hospital where **You** provided **Healthcare**.

6. Mandatory reporting

- 6.1 a mandatory report **You** were required to make in **Your** capacity as a healthcare professional including reports of child abuse and reports concerning **Your** colleagues.

7. Medicare and PSR

- 7.1 an **Investigation** or proceedings by Medicare or the Professional Services Review including assistance in negotiating an agreement with Professional Services Review but excluding any repayments **You** are ordered to make to Medicare, Pharmaceutical Benefits Scheme or other government body.

8. Private health investigations

- 8.1 an **Investigation** or prosecution by a private health insurer in relation to **Healthcare** **You** have provided in connection with their members but excluding any repayments **You** are required to make or where **You** have acted fraudulently.

9. Coronial inquiries or royal commissions

- 9.1 a coronial inquiry, commission of inquiry, or a royal commission in **Your** capacity as a healthcare professional.

10. Drugs and poisons authorities

- 10.1 an **Investigation** or proceeding by a government drugs and poisons authority including any action taken to limit **Your** prescribing licence.

11. Removal from proceedings

- 11.1 any **Claim, Investigation** or proceeding in order to remove **You** from the proceedings in which **You** have been named due to **Your** association with another healthcare professional or **Practice Entity** for **Healthcare You** did not provide or supervise.

12. Subpoenas

- 12.1 defending **Your** refusal to act on a subpoena to produce healthcare records or give evidence, including in person, where **You** consulted **MIPS** prior to refusing to act on a subpoena and there are reasonable grounds to refuse.

Insurance cover part A – Specific inclusions

Pursuant to Part A of this **Policy**, **Your** cover is extended to cover **Defence Costs** only in relation to the following circumstances:

13. Indemnity dispute pursuit

- 13.1 in respect of any **Claim, We** will provide assistance including legal representation if necessary, to assist with pursuing indemnity cover on **Your** behalf for matters arising from **Healthcare** provided by **You** 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 **You** including refusing indemnity.

14. Telehealth

- 14.1 where:
- a. **You** and the patient were in Australia at the time the **Healthcare** was provided; or
 - b. there was a pre-existing clinical relationship with the patient and **You** were outside of Australia at the time the **Healthcare** was provided, but only if **You** had been outside Australia for less than 120 days in the aggregate during the policy period and the patient was in Australia at the time the **Healthcare** was provided; or
 - c. there was a pre-existing clinical relationship with the patient, **You** were in Australia at the time the **Healthcare** was provided, and the patient had been outside Australia for less than 90 days at the time the **Healthcare** was provided; or
 - d. **You** are in the pathologist or radiologist category of practice and the **Claim** arises out of analysing samples and providing a medical opinion, where the sample has been received from a country outside of Australia; or
 - e. it was agreed in writing with **Us**.

15. Clinical trials and research projects

- 15.1 where the trial was non employer indemnified and:
- a. **You** obtained ethics approval from a registered Human Research Ethics Committee with the National Health and Medical Research Council; and
 - b. **You** only treated patients located within Australia; or

- c. it was agreed in writing with **Us**.

16. Student placements and healthcare activities

- 16.1 including any placement, elective, observership, scholarship or exchange program provided:
 - a. the activity was commensurate with the level of education, training and experience for a healthcare student; and
 - b. **You** were appropriately supervised by a registered healthcare practitioner which included direct or indirect supervision that provided adequate access to communication, oversight, interaction, direction and support from **Your** supervisor throughout the activity; or
 - c. it was agreed in writing with **Us**.

17. Gratuitous services

- 17.1 where:
 - a. **You** received no remuneration or other reward; and
 - b. patients or others were not charged for **Your** involvement including prescribing, writing referrals and volunteer services; and
 - c. the **Healthcare** was provided in Australia or **You** have received a written endorsement from **Us** for services outside of Australia; and
 - d. it was not an **Extreme/High-Risk Sport** and **You** are not an emergency medicine specialist unless agreed in writing with **Us**; and
 - e. **You** did not perform unsupervised activities for which **You** would normally require supervision; or
 - f. it was agreed in writing with **Us**.

18. Medical retrievals and repatriation

- 18.1 any complaint made against **You** as a result of **Healthcare You** provided undertaking a medical repatriation where:
 - a. proceedings are brought within Australian jurisdiction; and
 - b. the patient was repatriated into Australia; and
 - c. **You** did not clinically treat or take over care of the patient until the transfer of care from the local health team to **Yourself** legally occurred; and
 - d. the repatriation occurred anywhere in the world excluding the USA or where USA law applied including USA territories including American Samoa, Guam, Puerto Rico, United States Minor Outlying Islands and the Virgin Islands; or
 - e. it was agreed in writing with **Us**.

19. Good Samaritan act

- 19.1 any complaint made against **You** as a result of **Healthcare You** provided:
 - a. voluntarily; and
 - b. without remuneration; and
 - c. in relation to an emergency; and

- d. where **You** would not normally be expected to be available to provide **Healthcare**; and
- e. anywhere in the world excluding the USA or where USA law applies; including
- f. whilst **You** are in a **Run-off Cover** Period.

Insurance cover part B – Extensions

20. HIV, Hepatitis B or Hepatitis C

- 20.1 **We** will pay **You** \$25,000 if as a result of **You** first being diagnosed during the **Period of Insurance** with Human Immunodeficiency Virus (HIV), Hepatitis B, and/or Hepatitis C, **You**:
 - a. retire due to disability; or
 - b. significantly revise **Your** practice or significantly train or re-train in order to enable **You** to continue to practise **Healthcare**.
- 20.2 **You** must notify **Us** as soon as practical after **Your** diagnosis.
- 20.3 If **We** make a payment to **You** under this clause, **Your** cover under this clause will cease and will not be renewed or reinstated in a subsequent **Period of Insurance**.
- 20.4 This cover does not apply:
 - a. in respect of any disease that **You** knew **You** had or a person in **Your** position ought reasonably to have known **You** had, prior to the **Period of Insurance**;
 - b. if **You** are diagnosed within three months of the commencement of the **Period of Insurance**;
 - c. if **You** refuse to undergo any tests which **We** reasonably request to verify the diagnosis or if such tests do not verify the diagnosis.

Insurance cover part C – Extensions

21. Administrative Staff or Assistants

- 21.1 **We** will cover **Your Administrative Staff or Assistants** for any **Claim** made against them by **Your** patients but excluding **Claims** concerning cosmetic procedures.
- 21.2 **We** will not cover **Administrative Staff or Assistants** outside the definition in this **Policy**.

22. Sole practitioner entity

- 22.1 **We** will cover **You** and any company or business **You** own and operate for the purpose of providing **Healthcare** where **You** are the sole healthcare practitioner and an owner, including when **You** are temporarily replaced for sick or recreational leave by a locum/temporary healthcare professional or employ a nurse or Administrative Staff or Assistant to assist **You**, but only where the company or business is:
 - a. wholly owned by **You**; or
 - b. owned by a trust for which **You** are the sole beneficiary; or

- c. jointly owned with **Your** spouse who does not provide **Healthcare** through the business; or
 - d. jointly owned with a business partner who does not provide **Healthcare** through the business nor is involved in the daily operation of the practice;
- 22.2 **We** will not cover **You** for any acts, errors or omissions of **Your Administrative Staff or Assistants** where **You** condoned or had prior knowledge of the acts, errors or omissions or a person in **Your** position reasonably ought to have known of the acts, errors or omissions.

Conditions

23. Excess and non-standard conditions

- 23.1 An excess does not apply to this **Policy** unless stated on **Your Member Benefit Statement**. This excess is the amount that **You** must pay for each **Claim** covered under this **Policy**. **We** do not cover **You** under this **Policy** for that excess.
- 23.2 Following a **Claim** for indemnity under this **Policy**, **You** must pay any applicable excess, for each separate **Claim**, within 21 days of receipt of a request in writing from **Us** or **MIPS**.
- 23.3 If **You** fail to pay excess 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 as a result of **Your** non-payment of the excess by the due date.
- 23.4 Any non-standard conditions applied to **Your** cover are stated on **Your Member Benefit Statement**.

24. When **You** have to notify **Us**

- 24.1 **You** must notify **Us** as soon as reasonably practicable after **You** first become aware of:
 - a. Any **Claim** or complaint made against **You**;
 - b. any **Investigation** or proceeding against **You**;
 - c. any **Incident** that may give rise to a **Claim** against **You**;
 - d. any condition or restrictions imposed on **You** or **Your** practice by registration bodies, **Your** employer, educational bodies, a healthcare facility or supervisor;
 - e. any change in **Your** practice or provision of **Healthcare** (that includes amongst others the nature of **Healthcare** **You** provide or the location in which **You** provide **Healthcare**);
 - f. any **Claim** made against a **Practice Entity** in which **You** have a direct financial interest;
 - g. the date when **You** cease to be a **Practitioner** or cease to be a healthcare student; or
 - h. **Your** deregistration or loss of **Your** right to practice or to provide particular healthcare services

25. Cessation of specified Healthcare activities

- 25.1 It is a condition of this **Policy** that **You** agree to stop providing or carrying out a particular **Healthcare** treatment, procedure or practice in providing **Healthcare** if:
- the treatment, procedure or practice poses an unreasonable risk of a **Claim** or **Incident** occurring;
 - a registration board, professional body or specialist college does not endorse such treatments, procedures or practices; or
 - educational bodies, a healthcare facility, supervisor or **Your** employer does not endorse such treatments, procedures or practices.
- 25.2 **We** will give **You** 14 days' notice asking **You** to stop providing or carrying out the treatment, procedure or practice. **You** must cease providing or carrying out the treatment when that notice takes effect.

26. If We take over proceedings

- 26.1 **We** may take over conduct in **Your** name any **Investigation** or proceeding in connection with a **Claim** covered by this **Policy** and any related proceeding for contribution, indemnity or recovery.

27. Your duty to co-operate

- 27.1 **You** must:
- give **Us, Our** investigators and legal representatives all information and assistance they reasonably require; and
 - co-operate fully with **Us, Our** investigators and legal representatives to the extent reasonably necessary to assess and manage **Your Claim** and any proceedings we have taken over or conduct in **Your** name.

28. Consent to settlement

- 28.1 **You** must:
- not admit liability for a **Claim**; and
 - not agree to settle a **Claim** unless **You** have **Our** prior written consent.
- 28.2 **We** will not admit liability for, or settle, any **Claim** against **You** without **Your** prior consent.
- 28.3 If **You** refuse to consent to **Us** making a settlement offer which **We** have recommended in respect of a **Claim, Our** liability in respect of that **Claim** is limited to the amount of **Our** recommended offer plus **Defence Costs** incurred to the date **We** recommended making the offer to **You**.

29. Subrogation

- 29.1 **We** will be subrogated to all **Your** rights of indemnity for contribution and recovery relating to a payment **We** make under this **Policy**. **You** agree not to surrender any such right, including a right to indemnify or settle any **Claim** to which **We** have been or may be subrogated, other than with **Our** prior written consent.

30. Apportionment of Defence Costs

- 30.1 In the event of an **Investigation** which is not wholly covered by the **Policy**, **We** will use **Our** best endeavours to determine a reasonable allocation of **Defence Costs** which are covered under this **Policy**.

31. Cancellation

- 31.1 **We** may cancel **Your** cover under this **Policy** by giving **You** 30 days' written notice to **Your** last notified address if:
- at any time **You** have failed to comply with **Your** duty of disclosure; or
 - prior to entering into this **Policy** **You** made a misrepresentation to **MIPS** upon which **We** relied; or
 - You** failed to comply with a provision of this **Policy** including any provision of this **Policy** which requires **You** to notify **Us** of any **Claim, Incident** or **Investigation**; or
 - You** have made a fraudulent **Claim** under this **Policy**; or
 - You** are paying **Your** MIPS membership fee by instalments and at least one instalment has remained unpaid for a period of one month; or
 - any other reason prescribed by the *Insurance Contracts Act 1984*.
- 31.2 **You** may cancel cover under the **Policy** from the beginning by resigning **Your** membership of **MIPS** within 30 days of the beginning of **Your** period of MIPS membership (cooling-off period), unless **You** have made a **Claim** under the **Policy** during that time.
- 31.3 If **You** exercise **Your** right to cancel **Your** cover under the **Policy** under clause 31.2, the membership fee **You** paid will be refunded.
- 31.4 **You** may cancel **Your** cover under the **Policy** after the cooling-off period, by providing written notice of **Your** membership cancellation to **MIPS** at the address set out in the PDS or through a form available on MIPS' website.
- 31.5 If cover under this **Policy** is cancelled by **Us** or by **You** after the cooling-off period **We** will refund that part of the membership fee **You** paid that represents the unexpired period of **Your** membership, less an administration fee of 20% of **Your** membership fee or \$50, whichever is greater. This means that if the amount paid for the unexpired period of **Your** membership is \$500 (not including GST and other government charges), the cancellation administration fee will be \$100 (20% x \$500). If **You** pay **Your** membership fee by direct debit instalments, **You** must pay any outstanding amount when the cancellation becomes effective.

What We do not insure

32. We will not cover You, a Practice Entity or Administrative Staff or Assistants under this Policy for any liability or Defence Costs arising out of or in connection with:

- 32.1 an **Incident** that occurred before **Your Retroactive Date**
- 32.2 an **Incident** that occurred before the **Period of Insurance** that was known to **You** or could or should have been known to **You** or was notified to another insurer or medical or dental defence organisation before the **Period of Insurance** commenced.
- 32.3 an **Incident** notified to a previous insurer or indemnifier or that could or should have been notified by **You** to a previous insurer or indemnifier; or
- 32.4 an **Incident** that occurred during the **Period of Insurance** and reported when **You** were not a current member of **MIPS**;
- 32.5 legal costs incurred without **Our** prior written consent, which will not be unreasonably withheld;
- 32.6 **Healthcare** provided by **You**:
 - a. while **You** are not registered to practice; or
 - b. while **You** do not have appropriate registration for the provision of that **Healthcare**; or
 - c. while **You** are in breach of any condition or restrictions imposed on **You** or **Your** practice by any registration body, **Your** employer, any educational body, a healthcare facility or supervisor; or
 - d. when **You** did not hold the recognised and appropriate training, qualifications and/or experience to provide or supervise the **Healthcare** or practised without required supervision; or
 - e. that is not included in **Your** membership category, basis or specifically endorsed and stated on **Your Member Benefit Statement**; or
 - f. which is not normally associated with **Your** speciality or category of practice; or
 - g. whilst **You** were under the influence of alcohol, a **Prohibited Substance**, intoxicant, narcotic or any drug not prescribed for **Your** own use; or
 - h. which meets the definition of inappropriate practice within the *Health Insurance Act 1973 (Cth)*; or
 - i. as an employee, except when **You** were an employee of:
 - (i) a healthcare provider practice company in which **You** hold shares beneficially; or
 - (ii) a healthcare provider in private practice or a healthcare provider practice company and **You** bill the patient in **Your** personal capacity and for **Your** own benefit and the **Claim** or **Incident** arises from **Your** personal act, error or omission; or
 - (iii) an entity or organisation approved in writing by **Us**.

-
- 32.7 **Restricted Practice Activities;**
- 32.8 **Telehealth** to analyse results and provide opinions for genomic, embryonic or foetal screening and testing where the sample has been received from a country outside of Australia and any **Telehealth** outside the terms of clause 14;
- 32.9 clinical trials and research services other than as described in clause 15;
- 32.10 student placements and healthcare activities other than as described in clause 16;
- 32.11 gratuitous services other than as described in clause 17;
- 32.12 **Healthcare** provided while undertaking a medical retrieval or repatriation other than as described in clause 18;
- 32.13 good Samaritan acts other than as described in 19;
- 32.14 the unlawful sale, supply, use or application of a **Prohibited Substance;**
- 32.15 business-related issues or **Incidents** that are not directly related to **Your** provision of **Healthcare;**
- 32.16 libel, slander or defamation or an allegation of plagiarism or falsification;
- 32.17 dishonesty, fraud or criminal offences;
- 32.18 any reckless or wilful act or omission that may give rise to a **Claim** or request for indemnity;
- 32.19 intentional breach of any statute;
- 32.20 provision of **Healthcare** by registrars, attachments, placements or trainees unless they were acting:
- under **Your** appropriate and adequate direct supervision; and
 - reasonably within the terms of their placement and protocols of the practice;
- 32.21 the provision of alternative or complementary healthcare not provided in accordance with relevant College or Professional Association eg RACGP, AHPRA healthcare board and/or regulatory body, and/or Medicare requirements, guidelines and standards;
- 32.22 cosmetic procedures except where specifically included in **Your** membership classification as described in the **Membership Classification Guide;**
- 32.23 any **Claim, Investigation** or proceeding arising out of the importation, manufacture, distribution, promotion, endorsement or sale of any product including any advice and training that **You** provide in connection with such product, however, **We** will insure **You** for:
- prescribing a product listed on the Australian Register of Therapeutic Goods (ARTG);
 - the manufacture, distribution or sale of a product, including a dental product, if **You** are a dental practitioner and that product is listed on the ARTG or is a material not required to be registered on the ARTG.

- 32.24 the provision of **Healthcare** outside of Australia or its territories unless:
- a. specified within this policy; or
 - b. agreed in writing by **Us**.
- 32.25 proceedings brought against **You** outside Australia or under, or to apply to enforce, any law other than Australian law but this exclusion does not apply to clauses 14 (**Telehealth**) and 19 (Good Samaritan acts);
- 32.26 **Your** transmission of a notifiable contagious disease or virus with which **You** were infected where **You**;
- a. knew or should reasonably have known that **You** were infected; or
 - b. have failed to comply with an order by any government or statutory authority for the purpose of limiting the spread of a notifiable contagious disease or virus;
- 32.27 any actual or alleged sexual assault, sexual harassment, sexual misconduct or bullying or discriminatory conduct by **You**. However, **We** will cover **Defence Costs** incurred in relation to an **Investigation** unless and until **You** have admitted in writing or there is a finding by a court, inquiry or tribunal that **You** did commit such sexual assault, sexual harassment, sexual misconduct or bullying or discriminatory conduct.
- 32.28 **Your** provision of services to a pharmaceutical, medical device/implants or technology company;
- 32.29 the importation, manufacture, distribution or sale of naltrexone implants or any treatment, procedure or practice relating to naltrexone implants, but not:
- a. for any treatment, procedure or practice completed within an accredited research setting; or
 - b. if **We** have notified **You** in writing that this exclusion does not apply.
- 32.30 arising from or relating to vaginal or external genital surgery that:
- a. does not meet the standard set down by the Royal Australian and New Zealand College of Obstetrics and Gynaecology; or
 - b. is provided to a person under 18 years of age, other than in a hospital where **You** are indemnified for a civil claim by the hospital for those services.
- 32.31 war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, but this exclusion does not apply to the provision of **Healthcare** services to persons injured in the course of any such war, invasion, act of foreign enemy, hostilities, rebellion, revolution, insurrection or military or usurped power;
- 32.32 ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component thereof, but this exclusion does not apply to the provision

of **Healthcare** services to any person injured as a result of exposure to any such radiation, contamination or properties, or to the use of radioactive materials in the ordinary course of radiotherapy, radiology or nuclear medicine;

32.33 an act or threat of terrorism, but this exclusion does not apply to the provision of **Healthcare** services to any person injured as a result of any such act or threat;

32.34 pollution, including:

- a. illegal disposal of any waste that introduces into the environment contaminants which have harmful or poisonous effects;
- b. asbestos, asbestos fibres or derivatives, including the inhalation or fear of inhalation or exposure to any of these, or cleaning up, removing, treating, controlling, storing or dispensing of any of these, but this exclusion does not apply to the provision of **Healthcare** services to any person who has symptoms or signs, whether actual or alleged, as a result of any exposure to asbestos, whether directly or indirectly.

33. We will not cover You, a Practice Entity or Administrative Staff or Assistants under this Policy relating to:

33.1 the loss of, damage to, or the failure to properly protect the security of electronic or hard copy healthcare records;

33.2 any intrusion due to the failure or circumvention of the security of **Your** computer system which causes any destruction, modification, corruption, damage, deletion or disclosure of **Data**.

However, this exclusion does not apply to any **Claim** or Defence Costs directly related to the provision of **Healthcare** arising from events described in clauses 33.1 and 33.2.

34. We will not cover You as a Student Member under this Policy for any Claim for, or arising out of, or in connection with the provision of Healthcare:

34.1 in any capacity other than as a student, trainee or observer; or

34.2 where **You** represent **Yourself** or hold **Yourself** out as a registered practitioner; or

34.3 where **You** act outside the terms and guidelines of **Your** university placement.

35. We will not cover You or Administrative Staff or Assistants in respect of any liability or associated Defence Costs:

35.1 for which **You** are entitled to indemnity under a previous **Policy** with **Us** or indemnity from any other person or entity or have the benefit of an indemnification arrangement with a healthcare defence organisation, government agency, university, hospital, education provider or employer, or under any other undertaking; or

35.2 to:

- a. repay or reimburse Medicare, a pharmaceutical benefits scheme or a private health insurer;
- b. refund any fee charged to the patient;

- c. pay monies calculated by reference to any fee charged to the patient;
 - d. pay a fine, civil or criminal penalty; or
 - e. pay punitive, aggravated, additional or exemplary damages.
- 35.3 for any **Claim, Investigation** or proceeding arising because, and only because, the person is related to **You** as an employee or as an agent.
- 36. We will not cover You under this Policy for any costs incurred in complying with directions or orders made, or conditions or restrictions imposed, by any Investigation or proceeding covered under part A of this Policy.**
- 37. We will not cover Administrative Staff or Assistants under this Policy for any liability or Defence Costs arising out of or in connection with:**
- 37.1 cosmetic or anti-aging treatment, therapies or procedures; or
 - 37.2 elective procedures **You** have carried out on family members
 - 37.3 the provision of **Healthcare** which requires registration from the Australian Health Practitioner Regulation Agency but not excluding any management, administration or other support they provide practitioners to provide **Healthcare**.
- 38. We will not cover You under this Policy for any Claim brought against You by or on behalf of:**
- 38.1 anyone who is, or was, **Your** employee, including **Administrative Staff or Assistants** at the time of the incident other than relating to **Healthcare You** provided to the employee or any matter covered under 'Insurance cover Part C' of this policy.
 - 38.2 any **Practice Entity**.
- 39. We will not cover You under this Policy for any Claim brought against You concerning:**
- 39.1 the ownership, use or 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 or occupied by **You** or the contents of such premises;
 - 39.2 any personal injury not arising from the provision of **Healthcare**; or
 - 39.3 **Healthcare** provided by any other practitioner.
- 40. We will not cover You under this Policy for any Claim brought against You arising from loss or damage to property;**
- 41. We will not cover You under this Policy for any matters arising from:**
- 41.1 the sale of **Your** practice or business including any debts, guarantees, employment contracts or contracts for services negotiated as part of the sale; or
 - 41.2 any anti-competitive conduct or restrictive trade practices under the *Competition and Consumer Act 2010*.

Definitions in this Policy

Administrative Staff or Assistants means a person employed directly or indirectly by **You** to the extent that they assist **You** to provide **Healthcare** to **Your** patients, but excludes any person who is, or is required to be, registered with AHPRA.

Claim means a written demand for compensation, damages or non-monetary relief (whether or not involving legal proceedings) in relation to an **Incident** and includes a civil, statutory or arbitral proceeding, but does not include a criminal prosecution.

Data means any information electronically stored on **Your** computer system or the computer system of an external company appointed to provide services which include the storage of information which would otherwise be stored internally.

Defence Costs means legal costs, disbursements and related expenses reasonably and necessarily incurred in relation to **Claims, Investigations** or proceedings but only if **Our** written consent (which will not be unreasonably withheld) is obtained before any **Defence Costs** are incurred.

Defence Costs include costs incurred in:

- any **Claim, Investigation** or proceeding;
- prosecuting any proceeding for indemnity, contribution or recovery; or
- investigating, avoiding, reducing or settling any **Claim**.

Defence Costs does not include the costs of defending any criminal prosecution or of any appeal unless **We** have consented in writing to the pursuit of the appeal before the appeal is commenced.

Extended Reporting Period means the extended reporting period, if any, set out on **Your Member Benefit Statement**.

Extreme/High-Risk Sport means any sport or setting in which a sport is held where the possibility of severe injury or death is an inherent part of the activity, including a high risk of concussion, cardiac arrest, spinal/head/other significant injuries, and includes but is not limited to the following sports:

- Motor sports;
- Combat sport including martial arts and boxing;
- Horse racing or other equestrian event;
- High speed sports such as cycling and downhill skiing;
- White-water kayaking/canoeing;
- Ultra-endurance events including marathons;
- Contact sports including Australian rules football, rugby.

Healthcare means:

- any care, treatment, advice, service or goods provided for the physical or mental health of a patient; and
- any healthcare examination, report or opinion prepared by **You** at the request of a third party, such as a lawyer, insurer or statutory body.

Incident means any act, omission or circumstance that occurs in the course of, or in connection with, the provision of **Healthcare** by **You** or by **Your Administrative Staff or Assistants** acting under **Your** instruction, direction or supervision and includes an **Incident** that is claimed to have occurred.

Investigation means a complaint to, or an investigation, inquiry or disciplinary proceeding conducted by, a coroner, a hospital, **Your** employer, any health industry ombudsman, a health practitioner's registration board or by any other regulatory body or professional association arising from or in connection with an **Incident**, but does not include a criminal prosecution.

Member Benefit Statement means the most recent statement referencing this **Policy** issued to the **MIPS Member**.

Membership Classification Guide means the section in this Membership Handbook.

MIPS Insurance/Us/We/Our means MIPS Insurance Pty Ltd ABN 81 089 048 359.

MIPS means Medical Indemnity Protection Society Ltd.

Period of Insurance means the Membership Period in **Your Member Benefit Statement**.

Policy means all documents that provide terms, conditions, definitions, exclusions, endorsements or extensions and include this policy wording, any amendments to this wording, such as any endorsements issued by **Us**, and **Your Member Benefit Statement**.

Practice Entity means an entity which is wholly owned by **You** and/or **Your** spouse and which provides support to **You** to provide **Healthcare** to **Your** patients.

Practitioner means an individual who practices a healthcare vocation and is a member of the Medical Indemnity Protection Society. **Your Member Benefit Statement** will record whether **You** are a medical or dental practitioner or other category of member for the purposes of this **Policy**.

Prohibited Substance means drugs or compounds banned by a regulatory agency or where use is illegal or when used at a level of illegal concentrations.

Restricted Practice Activities means any treatment, procedure or practice:

- that is described in a notice sent to **You** pursuant to clause 25, Cessation of specified **Healthcare** activities, of this **Policy** after 14 days of receiving such notice; or
- that a hospital or employer has directed **You** not to provide when working for them or on their premises.

Retroactive Date means the retroactive cover date on **Your Member Benefit Statement**.

Run-off Cover Period means the run-off cover/extended reporting period, if any, in **Your Member Benefit Statement**.

Student Member means a member of **MIPS** in the 'Healthcare student' or 'Pre-registration practice' membership category.

Telehealth means **Healthcare** provided by **You** via the internet, video conference or telephone to a person within the terms of clause 14 of this policy.

You/Your/Yourself or MIPS Member mean any person who is, or during the **Period of Insurance**, becomes a member of **MIPS** and holds a current **Member Benefit Statement** for this **Policy**.

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Your membership classification

Your MIPS membership classification is made up of your **category**, practice **basis** and **endorsements**. This determines the extent of your practice that is indemnified. For example:

Category: GP non procedural

Basis: Gross private billings/salary

Endorsements: Gratuitous services outside of Australia, Minor cosmetics

Your **Member Benefit Statement** outlines your membership classification for the current membership period and up to three previous membership periods. You must ensure your membership classification is appropriate for the healthcare practice undertaken in each membership period. You are not entitled to the benefits of membership, including insurance cover, for the provision of healthcare outside your membership classification, scope of practice or where you do not hold appropriate recognised qualifications, training and experience.

Queries about this membership classification guide should be directed to **info@mips.com.au**

Practice Location

The benefits of MIPS membership apply throughout all Australian states and territories. Your **practice location** should reflect where you generate the majority of your non-employer indemnified (private) practice gross billings/ and or salary in a membership period or where you undertake the majority of your practice (hours) if you are employer indemnified. If you undertake work (eg locums) in multiple locations, you should provide the state where you intend to undertake the majority of your work in a membership period.

General requirements

Members must practice within the constraints of any restrictions or practice conditions imposed by AHPRA or its healthcare practitioner boards and comply with guidelines and requirements issued by their registration body and colleges.

There is a general requirement that every member has the appropriate training, qualifications and experience for the healthcare services they provide or supervise and if required have appropriate supervision.

Members are expected to undertake the provision of healthcare services in a **facility** that holds appropriate accreditation (if required) and have available appropriate resources for the range of services that will be provided. Although healthcare services are usually carried out in a hospital or consulting room, they may also be performed in patients' residences, aged care facilities and other healthcare facilities. Each practitioner should refer to and adhere to any guidelines and /or requirements from their registration body and college of practitioners (as appropriate).

Changing your practice type or location

You are required to notify MIPS of any change in the nature of healthcare services you provide or practice location as soon as you become aware of the change to ensure you do not prejudice your membership benefits including insurance cover.

Any change to your membership details may result in an amendment (additional fee or refund) to your membership fee.

A signed disclaimer may be required to confirm you have disclosed all material matters to MIPS at the time of amending your membership details.

Your category

Your category should reflect your AHPRA registration or the specialty in which you are undertaking an accredited training program. Members who hold multiple healthcare registrations or specialties must select a category that appropriately reflects the highest risk practice. Contact MIPS to determine the higher risk category.

Some categories will be determined by the description of the level of practice within your specialty in a non-employer indemnified (private) setting, for example **procedural or non-procedural**. Where a category includes a **list of treatments and procedures** these are not intended to be exhaustive and may vary from year to year dependent upon our claims experience, treatment developments and innovations, views of colleges, professional associations and AHPRA, claims expectations and views of insurers and reinsurers.

Some types of non-employer indemnified (private) practice may be excluded under your category. Your category will provide a list of any **exclusion(s)** that apply or where an endorsement is required for cover to extend to those services.

Your practice basis

You will be required to provide information regarding the level and type of practice you undertake to determine an appropriate practice basis.

The type of information we require to determine your practice basis includes but is not limited to your level of training, the amount you bill annually for non-employer indemnified (private) services, the type of non-employer indemnified (private) services you undertake or if you are fully employer indemnified for all your practice.

Some types of non-employer indemnified (private) practice may be excluded under your practice basis. Your basis will provide a list of any **exclusion(s)** that apply.



Clinical training / study applies if you are a Healthcare Student or you are a practitioner undertaking 'preregistration' activities before obtaining your AHPRA registration.



New graduate applies if you have graduated within the current membership period (ie financial year). International graduates are only eligible based on the year they first obtained their equivalent of an Australian healthcare qualification (eg MBBS, BDSc, etc) not the year they were awarded their AMC certificate.

Non-employer indemnified (private) practice is covered up to \$100,000 gross billings/salary within the membership period, as long as that practice is commensurate with your training, qualifications and experience with appropriate supervision arrangements in place (if applicable) and the services are covered under your category. Contact MIPS if additional private practice is required.

Cover and benefits will be limited for medical practitioners to practise only as allowed under their Provisional Registration.

This basis is not eligible for the 'Minor cosmetic extension' or 'Specified dental procedures' endorsements.



Recent graduate applies if you have graduated within the last 5 years and you have not yet commenced an accredited registrar or dental specialist training program.

If 'Employer indemnified only' is appended to your basis, your membership classification **excludes** cover for non-employer indemnified (private) practice.

If 'Employer indemnified is not appended to your basis, your membership classification **includes** cover up to \$100,000 gross billings/salary within the membership period, as long as that practice is commensurate with your training, qualifications and experience with appropriate supervision arrangements in place (if applicable) and the services are covered under your category.

If you need to include or amend the level of private practice, contact MIPS.

This basis is not eligible for the 'Minor cosmetic extension' or 'Specified dental procedures' endorsements.



Registrar applies if you are undertaking an accredited registrar training program.

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 within an accredited program with an Australian Specialist College, for the purposes to obtain Australian specialist qualification and registration.

If 'Employer indemnified only' is appended to your basis, your membership classification **excludes** cover for non-employer indemnified (private) practice.

If 'Employer indemnified only' is *not* appended, your membership classification **includes** cover up to \$100,000 gross billings/salary within the membership period, as long as that practice is commensurate with your training, qualifications and experience with appropriate supervision arrangements in place (if applicable) and the services are covered under your category.

If you need to include or amend the level of private practice, contact MIPS.

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

You are not eligible for this basis if:

- you undertake non-employer indemnified (private) unsupervised obstetric services (other than 'shared care' antenatal consulting), bariatric surgery, spinal surgery and neurosurgery
 - you have already obtained an Australian specialist qualification
 - you are practising in an unaccredited registrar position (ie not accepted into an accredited registrar training program)
 - you are international specialists undertaking supervised practice where that practice is not within an accredited program with an Australian Specialist College
- Employer indemnified only applies if you are indemnified by your employer for all your healthcare practice



Employer indemnified only applies if 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 'Employer indemnified practice' for further information.

Refer to 'Run-off basis' if you have 'ROCS past private practice' appended.



Dental specialist in training applies if you are a general dentist and you are currently enrolled in an AHPRA approved program of study for dental specialist registration.

If 'Employer indemnified only' is appended to your basis, your membership classification **excludes** cover for non-employer indemnified (private) practice.

If 'Employer indemnified only' is not appended, your membership classification **includes** cover up to \$100,000 gross billings/salary within the membership period as long as that practice is commensurate with your training, qualifications, and experience with appropriate supervision arrangements in place (if applicable) and the services are covered under your category.

If you need to include or amend the level of private practice, contact MIPS.

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



Gratuitous services only applies if you are no longer undertaking remunerated (paid) healthcare practice in Australia and your membership provides run-off cover for your previous practice. In addition to this, you undertake gratuitous (unpaid) healthcare activities in Australia, such as prescribing and referral services, where you continue to hold appropriate AHPRA registration (where required).

This basis does not provide cover for unpaid services where the patients (or third party) are charged for the services undertaken.

Refer to 'Run-off basis' and 'Ceasing practice in Australia' for further information.



Gross private billings/salary applies if you undertake non-employer indemnified (private) practice where the services are covered under your category and your type of practice means you are ineligible for another basis.

Refer to 'Estimating hours, billings and/or salary' for further information.



Hours per week applies if you are a dental hygienist, prosthetist or therapist or oral health therapist and you undertake non-employer indemnified (private) practice where the services are covered under your category.

Refer to 'Estimating hours, billings and/or salary' for further information.



MIPS Assist Only applies if you have an indemnity arrangement in place with a provider other than MIPS that meets your AHPRA registration indemnity requirements but wish to access the other benefits of MIPS membership including:

- 24/7 advice and support from experienced professionals
- MIPS Assist discretionary cover for non-healthcare professional and personal matters arising from your clinical activities. Refer 'MIPS Assist'
- accredited professional development education and resources
- other membership benefits

This membership basis excludes indemnity cover for civil claims and you cannot make a claim through the *Indemnity Insurance Policy*.



Non-operating specialist applies if your non-employer indemnified (private) practice is limited exclusively to consultations for example seeing patients for second opinions, clinico-legal assessments and examinations for those purposes and the services are covered under your category.

You may also undertake surgical assisting in this basis.

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



Non-practising applies if 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 provide any cover for employer indemnified practice or gratuitous services.

Refer to 'Run-off basis' and 'Ceasing practice in Australia' for further information.



Reciprocal applies if you are practicing in Australia under the MPS/MIPS reciprocal arrangement and you are employer indemnified 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 'Employer indemnified practice' for further information.



Surgical assisting only applies if you are a specialist (excluding general practitioners) and your non-employer indemnified (private) practice is limited exclusively to surgical assisting. Run-off cover basis

Run-off cover basis

There are different types of run-off cover, ERP (extended reporting period) or ROCS (Run-Off Cover Scheme), which will depend on your eligibility. A run-off cover basis will be appended to your membership classification.



ERP applies if you have ceased healthcare practice (temporarily or permanently) in Australia.



ERP loyal applies if you have ceased ALL healthcare practice permanently and have been a MIPS member for five continuous years.



ROCS applies if you have met the Australian Government Scheme eligibility criteria.



ROCS past private practice applies if you have met the eligibility criteria for ROCS for past private practice and you continue to work in an employer indemnified position.

Refer 'Ceasing practice in Australia' for further information.

Your endorsements

Some types of practice you undertake may require an 'endorsement' to extend or restrict your coverage.



Minor cosmetics extension is required if you undertake, prescribe or supervise specified minimally invasive office-based cosmetic procedures and the billings relating to those services do not exceed 50% of your healthcare practice eg annual total gross private billings.

Minor cosmetic procedures include:

- botulinum toxin (Botox) injections
- injections of non-permanent dermal fillers (including collagen, fat)
- superficial chemical peels
- superficial dermal resurfacing, including laser procedures

All other cosmetic procedures should be referred for assessment.

Refer 'Cosmetic procedures' for further information.



Spinal surgery extension is required if you are an orthopaedic surgeon and you undertake spinal surgery and you are not indemnified by your employer for this practice.



Non specialist undertaking procedural GP activities is required if you are in either the 'Medical officer' or 'General practice' categories and you undertake unsupervised procedural GP activities and you are not indemnified by your employer for this practice. Refer 'GP Procedural' for further information.



Pain medicine extension is required if you undertake pain medicine services and you are not indemnified by your employer for this practice.



Specified dental procedures extension is required if you are a general dentist and you undertake the following 'specified dental procedures' and you are not indemnified by your employer for this practice:

- surgical placement of dental implants
- bridgework, crowns or veneers in excess of three units on adjacent teeth including inlays and onlays
- conscious sedation as defined by AHPRA
- maxillo-facial or dento-alveolar surgery by non-specialists in high risk situations (high-risk situations include severe tooth impaction and where teeth are in close approximation to critical structures such as nerve supply and sinuses).

Contact MIPS if you have concerns regarding what is considered a 'high risk situation'.

If you undertake botulinum toxin (Botox) or non-permanent dermal fillers for cosmetic purposes refer to the 'Minor cosmetic extension' endorsement.



Bariatric surgery extension is required if you are a general surgeon and you undertake bariatric surgery and you are not indemnified by your employer for this practice.

This endorsement is also required if you are undertaking locums or volunteering to cover for colleagues where you may have to manage postoperative care of bariatric surgery patients.



Gratuitous services in Australia is required if you are employer indemnified for all your healthcare practice and you undertake gratuitous services in Australia where you are not indemnified by your employer for these services. Refer to 'Gratuitous Services' for further information.



Employer indemnified outside of Australia is required if you have been approved for an extension of cover for practice outside of Australia to undertake an employer indemnified placement.



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



Sporting & cultural outside of Australia is required if you have been approved for an extension of cover for practice outside of Australia to accompany an Australian sporting or cultural group. Cover will only apply when treating Australian nationals.

Employer indemnified practice

Employer indemnified practice refers to practice where your employer has agreed to indemnify you (to meet your AHPRA registration indemnity requirements) for any civil claims as a result of your acts, errors and omissions in carrying out your duties. This type of practice is usually undertaken in a public hospital setting however you may also be indemnified by your employer in a private setting.

If you are employed as a contractor, and you have received confirmation from the hospital, clinic or locum agency that you are indemnified for civil claims that arise from your healthcare practice, then your practice is considered to be 'employer indemnified'.

If you are uncertain of your indemnity arrangements, you should seek confirmation from your employer. MIPS can also review your contract indemnity clause. Medical practitioners employed under contract in the public hospital system may contact the Australian Salaried Medical Officers Federation (ASMOF) for advice regarding the indemnity provided under their contract.

It is important to remember that even if your employer provides indemnity for civil claims that arise from your healthcare practice, you may not be covered by them for other individual professional risks, such as a coronial inquest or investigation by the Australian Health Practitioner Regulation Agency (AHPRA). All members (excluding those in a non-practising classification) receive cover and assistance for a range of matters that may not be covered by your employer including:

- professional disputes with your employer (eg hospital)
- registration boards' complaints
- coroners' inquests
- healthcare services commissioners' matters (eg NSW Health Care Complaints Commission, Victorian Health Complaints Commission, Office of the Health Ombudsman Queensland)
- investigations by state drug and poisons services
- general assistance and clinico-legal advice on issues such as informed consent, testamentary capacity, whether a death needs to be reported to the coroner, release of medical records etc.

Members may also approach MIPS for assistance if they have concerns that their employer is not meeting or is unable to meet their obligations to them (eg due to conflict of interest).

MIPS will not provide indemnity for civil claims for any employer indemnified practice.

Non-employer indemnified practice

Non-employer indemnified practice refers to practice where you are not indemnified by your employer for any civil claims arising from your healthcare practice regardless of whether these services are undertaken in a public or private setting.

Estimating hours, billings and/or salary

If you undertake non-employer indemnified (private) practice you are required to provide an 'estimate' of your annual billings. If you also undertake healthcare practice where no billings are generated, you will need to provide your salary for that practice, including any salary you receive for the supervision of other practitioners where those services are not employer indemnified. You should:

-  include 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)
-  provide the gross value (whether retained by you or otherwise) before any apportionment or deduction of any expenses and/or tax
-  NOT include billings or salary generated from practice where you are indemnified by your employer
-  NOT include billings or salary that relate to non-clinical practice (for example teaching, writing) that does not meet our definition of healthcare.

Your practice manager, locum agency or employing hospital may be able to provide you with an estimate.

An adjustment to your estimated annual gross private billings for the membership period can be made at any time by providing this information to MIPS prior to the membership period expiring (eg 30 June).

Until you are able to determine (or you do not generate) billings, you can provide your gross annual salary.

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

If you are required to provide your total **hours** per week, you will also need to indicate the percentage of hours that relate to non-employer indemnified (private) practice.

We are entitled to conduct an audit (or regulatory audit ie Medicare) of your gross billings and/or salary. Members are required to notify MIPS as soon as they become aware that their estimated hours, billings and/or salary does not accurately reflect the level of cover required for the membership period. Any changes may result in an additional fee. In the event that you have not advised MIPS of changes in your hours, billings and/or salary, in addition to any other course of action available to us, you may be required to pay an additional membership fee.

Cosmetic procedures

A cosmetic/aesthetic treatment or procedure is defined as a procedure which has as its primary purpose the alteration of the non-pathological external appearance of a patient.

This does not apply to intra-oral dental procedures such as:

- teeth whitening/bleaching
- crowns/veneers

If you undertake, prescribe or supervise any cosmetic services, you are required to have recognised qualifications, training and experience as well as maintain an appropriate level of indemnity cover, including if the services are undertaken by a third party. If you undertake 'minor cosmetic' procedures as defined by MIPS your membership must be endorsed. Refer 'Endorsements' for a list of procedures.

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

All dental practitioners (including allied dental health) are required to comply with any policies or guidelines provided by the Dental Board of Australia. All queries regarding this should be referred directly to AHPRA.

Any additional membership fee charged reflects the very high risk associated with cosmetic work. Actions are more readily defensible where a procedure is performed by a healthcare practitioner who can demonstrate certified satisfactory completion (preferably by formal examination) of accredited postgraduate training.

Shared antenatal care

Shared antenatal care includes uncomplicated low risk pregnancies when the patient has been referred to and accepted as

a patient in writing at an early stage of pregnancy by either:

- a hospital for obstetric management as a public patient; or
- a GP obstetrician or specialist obstetrician for obstetric management as a private patient.

Shared care arrangements require that you have recognised qualifications, training and experience and work collaboratively under the direction (that may include protocols and supervision) of the practitioner or hospital responsible for the patient's obstetric care. You must not become involved, or have the intention of becoming involved, in the induction or management of labour or delivery. The only exception is for public patients in a public setting where you are indemnified by the hospital.

Supervising other practitioners

If you are supervising other practitioners (including students, nurses, registrars and trainees) you are required to have the recognised qualifications, training and experience for the services you supervise as well as maintain an appropriate level of indemnity cover for those services.

Appropriate supervision arrangements must be in place and may include:

- direct supervision
- indirect supervision (eg present in the workplace, but not in the consultation)
- remote supervision (eg mentoring or video link)

Regardless of the level of supervision there must be adequate access to communication, oversight, interaction, direction and support after initial instruction has been provided.

The level of supervision you provide must be appropriate to who you are supervising. For example students will require direct supervision in most circumstances and you will need to be physically present and take responsibility for the patient, however, for experienced practitioners who take responsibility for the patient, appropriate supervision may be indirect even if you work at the same location. However, you should make yourself available for consultation (in person, by telephone or video link) if required, periodically review the supervised practitioner's practice if required, and comply with any obligations that your employer, college (eg RACP, RACS etc) or regulatory body (eg AHPRA) require.

It is important to note that all AHPRA registered healthcare providers that you are supervising, including nurses or registrars, are required to obtain their own professional indemnity insurance.

Medical retrievals and repatriation

Cover is provided for retrieval medicine in Australia and can also be extended to medical repatriations to Australia as per the terms outlined in the *Indemnity Insurance Policy*.

For cover to extend to medical repatriations, you need to meet the following criteria:

- the patient is being repatriated to Australia; and
- you will not clinically treat or take over care of the patient until the transfer of care from the local health team to yourself legally occurs; and
- the patient is not located, nor will any healthcare services to be undertaken, in the USA or where USA law applies.

MIPS is aware of the urgent nature of retrieval which is why members are not required to obtain approval from MIPS prior to undertaking a medical repatriation if you meet the criteria. If you do not meet the criteria refer your details to MIPS for assessment.

Ceasing practice in Australia

If you have ceased practice (temporarily or permanently) you will need to maintain run-off cover to ensure that you remain covered for emerging claims from your prior practice in Australia and continue to meet your AHPRA requirements. The type of run-off cover will depend on your individual circumstances.

If you cease practice in Australia (permanently or temporarily) MIPS can offer run-off cover for your past practice in an **extended reporting period (ERP)** membership classification. The cost of ERP cover is calculated on your individual risk history and will vary for each member. If you have been with MIPS for five continuous years and you are permanently retiring from all healthcare practice 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 to eligible practitioners. In some circumstances, such as maternity leave or retirement, medical practitioners may be immediately eligible for ROCS from the date they cease practice. See 'Government assistance schemes' for more information.

If have ceased practice in Australia (or will cease prior to 30 June), complete the *Ceasing Practice Form* online at mips.com.au/ceasing

Student

A student membership category may apply if:

- You are a student currently studying a healthcare discipline (medicine, dentistry, oral health or nuclear medicine) at a recognised education provider in Australia.
- You are currently studying a healthcare discipline (medicine, dentistry, oral health or nuclear medicine) outside of Australia and you will undertake an Australian placement.
- You are a practitioner undertaking healthcare activities **prior** to obtaining AHPRA registration.



Healthcare student

This category applies to students currently studying a healthcare discipline (medical, dental science, oral health or nuclear medicine technology) at a recognised education provider in Australia.

This category also applies to students currently studying an equivalent healthcare discipline at a recognised education provider outside of Australia undertaking a temporary placement in Australia.

Cover applies for student activities commensurate with the level of education, training and experience for a healthcare student as per the terms outlined in the *Indemnity Insurance Policy*.

Cover for volunteer healthcare services (eg St Johns Ambulances or charity groups) is subject to individual application and approval.

Cover for healthcare services outside of Australia (excluding in the USA and where USA law applies) will only apply to students who will obtain their qualification from an Australian education provider.

If you are undertaking volunteer services or are unsure if your student healthcare activities are covered visit mips.com.au/placement to submit a Student Placements, Healthcare Activities form for assessment.



Pre-registration practice

This category applies to practitioners undertaking healthcare activities, including observerships, prior to obtaining AHPRA registration.

If you have obtained AHPRA registration (or you will have obtained it by the time you commence practice) you are not eligible for this category.

Members in this category may undertake pre-registration activities under complete supervision of an Australian registered healthcare practitioner but must not provide any healthcare of a type required to be provided by a registered healthcare practitioner or be responsible in any way for patient management.

Practitioners undertaking pre-registration placement activities are required to be appropriately supervised for any healthcare activities they undertake. Appropriate supervision includes direct or indirect supervision that provides adequate access to communication, oversight, interaction, direction and support from your supervisor throughout the activity.

Medical

Non specialists

These categories apply to medical practitioners that hold general, limited or provisional registration only and have not yet commenced an Australian registrar/training program or specialist recognition pathway.



Medical officer

This category applies to practitioners who undertake the majority of their practice in a hospital setting.

Refer to the **GP non procedural** category for a list of treatments, procedures and practice covered under this category.

An endorsement is required if you are undertaking any services listed under the **GP procedural** category and/or any **minor cosmetic services** as defined by MIPS.



General practice

This category applies to general registration practitioners who practice in a general practice setting.

Refer to the GP non procedural category for a list of treatments, procedures and practice covered under this category.

An endorsement is required if you are undertaking any services listed under the GP procedural category and/or any minor cosmetic services as defined by MIPS.

General practitioners

These GP categories apply to practitioners that hold specialist registration, are vocationally registered or are permitted to practise as a specialist. These categories also apply if you are undertaking an accredited registrar GP training program.

If you are not a registered specialist with AHPRA or undertaking an accredited registrar training program refer to category 'General practice' under Non specialists.



GP non procedural

This category applies to general practitioners who undertake treatments, procedures or practice most GPs commonly perform in their rooms. It does not include all the treatments, procedures or practice that GPs could perform in their rooms.

Procedures include:

- repair of superficial lacerations of skin and subcutaneous tissue
- removal of superficial skin lesions, tumours and cysts
- biopsy of skin lesions (including punch biopsies)
- removal of foreign bodies, including superficial corneal and aural
- incision and drainage of superficial abscesses
- eyelid – excision/curettage of chalazion
- cautery and cryotherapy of superficial skin lesions
- electrocautery of nose bleeds
- drainage of thrombosed external haemorrhoids
- reduction of simple closed joint dislocations
- treatment of simple fractures – not requiring reduction or anaesthesia
- local anaesthesia (not including regional blocks)
- acupuncture (including laser acupuncture)
- aspiration of and/or intra-articular injections into peripheral joints (not spine)
- insertion of IUCDs when approved by MIPS (training documentation to be provided)
- removal of IUCDs
- avulsion of a toenail (may include wedge resection but excluding total removal of nail bed)
- Implanon NXT insertion and removal when approved by MIPS (training documentation to be provided)
- proctoscopy/sigmoidoscopy (without biopsy)
- syringing of the external auditory canal
- insertion of urinary catheters
- venepuncture and simple insertions of IV lines/IV drug therapy
- allergy testing/desensitisation
- arterial blood gas estimations
- blood transfusions
- surgical assistance
- non procedural GP skin flaps and grafts (excluding full thickness grafts) as defined by MIPS (see ‘Skin flaps and grafts’)
- shared antenatal care in consultation with a hospital or specialist obstetrician or GP obstetrician (see ‘shared antenatal care’ definition)
- exercise ECG (with appropriate resuscitation facilities)
- post mortems
- lumbar puncture.

This list is not exhaustive.

An endorsement is required if you undertake any **minor cosmetic services** as defined by MIPS. The 'GP non procedural' category **excludes** cover for the following non-employer indemnified practice:

- obstetric services other than 'shared antenatal care' (see 'Shared antenatal care' definition)
- perinatal care
- procedures listed under GP procedural
- administering and monitoring sedation for procedures such as (but not limited to) gastroscopy and colonoscopy
- anaesthesia or intravenous/intravascular sedation (other than those performed under local anaesthesia including finger and toe blocks)
- neurosurgery, bariatric surgery and spinal surgery
- other procedures normally undertaken by medical specialists unless agreed in writing by MIPS

After hours deputising services

If you are undertaking after-hours activities, this category applies provided the activities are of a non-procedural GP nature.

Cover can apply for dispensing/supplying medications during after-hours consultations when approved by MIPS.

Skin flaps and grafts

Members in any of the GP categories may perform excisions and closures, for example removal of superficial skin lesions (including facial lesions), tumours and cysts. You must exercise your clinical judgement as to whether you can perform any excision and closure satisfactorily before commencing. There are no specific restrictions for closures unless you are performing skin flaps or grafts other than the fact that the procedure must be clinically appropriate.

If you are in either the **GP Procedural** category or the **GP procedural including anaesthetics and/or obstetrics** category you may perform skin flaps and grafts both split/partial and full thickness on any part of the body for non-cosmetic reasons.

If you are in the **GP non-procedural** category you may perform, for non-cosmetic reasons:

- 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 & skin grafts excluding full thickness grafts, ie split/partial only, on any location other than the face (eg scalp, neck, trunk, limbs, digits etc) where clinically appropriate and where the diameter of the lesion prior to excision including the margin to be excised is 50mm or less.

You should exercise your judgement about what is clinically appropriate. High risk areas are the face (including nose, eyelids, eyebrows and ears), digits or genitalia; and moderate risk areas are the neck, scalp, nipple-areola complex, distal lower limb (distal to, and including, the knee) or distal upper limb (distal to, and including, the ulnar styloid).

If you will undertake any skin flaps or grafts for cosmetic purposes, refer to the 'Cosmetic procedures' section.

You must hold appropriate recognised qualifications, training and experience for any skin flaps or grafts you undertake.



GP procedural

This category applies to general practitioners who perform procedures not covered under the non-procedural category definition and/or procedures usually performed under regional or general anaesthesia or sedation or neurolept-analgesia. This category should be selected even if such procedures are performed without anaesthesia.

Procedures include:

- accident and emergency activities undertaken in rural and remote settings
- skin flaps and grafts (including full thickness grafts) (See Skin flaps and Grafts')
- arterial line insertion
- bronchoscopy
- vasectomy
- male circumcision
- colposcopy
- chest tube/drains
- sclerotherapy of varicose veins
- D&C uterus and termination of pregnancy (up to 20 weeks)
- syringing tear ducts
- hyperbaric medicine
- regional anaesthesia excluding spinal or epidural
- minor general surgical procedures (eg haemorrhoids and hernia repairs)
- IV Sedation using Fentanyl / Midazolam / Diazepam / Valium (other sedatives refer for approval).

This list is not exhaustive.

An endorsement is required if you undertake any **minor cosmetic services** as defined by MIPS.

- The 'GP procedural' category **excludes** cover for the following non-employer indemnified practice:
- obstetric services other than 'shared antenatal care' (see 'Shared antenatal care' definition)
- perinatal care
- sedation muscle relaxant or anaesthesia agents such as Diprivan
- neurosurgery, bariatric surgery and spinal surgery
- other procedures normally undertaken by medical specialists unless agreed in writing by MIPS.



GP procedural including anaesthetics and/or obstetrics

This category applies to GP obstetricians (DRANZCOG or equivalent) or GP anaesthetists (JCCA or equivalent).

Procedures include:

- regional anaesthesia (beyond digital blocks)
- general anaesthesia
- administering agents other than narcotic/benzodiazepine combinations
- private obstetric services beyond shared antenatal care in a healthcare facility.

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 submit your details for assessment.

An endorsement is required if you undertake any **minor cosmetic services** as defined by MIPS.

The 'GP procedural including anaesthetics and/or obstetrics' category **excludes** cover for the following non-employer indemnified practice:

- any involvement in planned home births
- neurosurgery, bariatric surgery and spinal surgery
- other procedures normally undertaken by medical specialists unless agreed in writing by MIPS

Other medical specialists

These categories apply if you hold the recognised AHPRA specialist registration and practice within the specialty. These categories also apply if you are undertaking an accredited registrar training program within the specialty.

If you are not a registered specialist with AHPRA or undertaking an accredited registrar training program refer to category 'Medical officer' or 'General practice' listed under Non specialists.

An endorsement is required if you undertake any minor cosmetic procedures as defined by MIPS unless stated within your category that cover is provided for cosmetic services.

If you have any queries on the category description or if your specialty is not listed contact MIPS.



Anaesthesia

Practice in this category also includes:

- intensive care medicine
- pain medicine



Cardiothoracic surgery



Cosmetic proceduralist

This category applies if:

- your minor cosmetic services exceed 50% of your healthcare practice eg annual total gross private billings; or
- you are a plastic surgeon, dermatologist, ophthalmologist, otolaryngologist or vascular surgeon and your approved cosmetic services exceed 50% of your annual total gross private billings; or.
- you are any other type of practitioner and you undertake any cosmetic procedures other than minor cosmetic procedures; or
- you have been advised by MIPS.

See 'Cosmetic procedures' definition.



Dermatology

This category includes cover for cosmetic procedures provided those services:

- fall within the scope of your accredited training; and
- generate less than 50% of your gross private billings.

If your cosmetic procedures exceed 50% of your total gross private billings or you undertake laser blepharoplasty, meloplasty and similar procedures you will need to select the 'Cosmetic proceduralist' category.



Emergency medicine

Practice in this category also includes:

- anaesthesia
- intensive care medicine
- pain medicine when approved by MIPS



General surgery

An endorsement is required if you undertake **bariatric surgery** and you are not indemnified by your employer for this practice. Bariatric surgery, commonly referred to as weight loss surgery, refers to the various surgical procedures performed to treat obesity by modification of the gastrointestinal tract to reduce nutrient intake and/or absorption. This includes surgeons undertaking locums or volunteering to cover for colleagues where they may have to surgically manage postoperative care of bariatric patients.



Gynaecology including IVF

This category **excludes** cover for the management or induction of labour when you are not indemnified by your employer for this practice. If you undertake non-employer indemnified obstetric services refer to 'Obstetrics and gynaecology'.

Shared antenatal care is covered under this category for patients referred to and accepted by a:

- hospital for obstetric management as a public patient; or
- GP obstetrician or specialist for obstetric management as a private patient.

Shared care activities must be taken collaboratively and under the direction of the practitioner or hospital responsible for their obstetric care. You must not become involved (or have the intention of becoming involved) in the induction or management of labour or delivery unless you are indemnified by the hospital for those obstetric services.

The shared antenatal care definition does not apply to non-employer indemnified (private) locums / on call cover for colleagues who are the specialist obstetrician for obstetric management.

If you perform ultrasound (including diagnostic O&G imaging) only, refer to the 'Radiology' category.



Intensive care medicine

Practice in this category includes:

- pain medicine when approved by MIPS



Neurosurgery



Medical administration

This category applies to practitioners that hold specialist registration in medical administration.

This category applies where your practice is restricted to non clinical medical administration activities involving general medical advice (as per our definition of healthcare, but where not provided to patients).

This category **excludes** cover for:

- non employer indemnified (private) clinical services
- any non clinical services that do not meet our definition of healthcare
- any non clinical services that are provided directly to patients



Obstetrics and gynaecology

This category includes cover for the management or induction of labour in a healthcare facility where you are not indemnified by your employer for these services and your practice basis is 'Gross private billings/salary'.

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



Ophthalmology

This category includes cover for cosmetic procedures provided those services:

- fall within the scope of your accredited basic training; and
- generate less than 50% of your gross private billings.

If your cosmetic procedures exceed 50% of your total gross private billings or you undertake refractive laser therapy, outside a peer-reviewed university department you will need to select the 'Cosmetic proceduralist' category.



Oral and maxillofacial surgery

This category includes cover for cosmetic procedures provided those services:

- fall within the scope of your accredited training; and
- generate less than 50% of your gross private billings.

If your cosmetic procedures exceed 50% of your total gross private billings you will need to select the 'Cosmetic proceduralist' category.



Orthopaedic surgery

An endorsement is required if you undertake **spinal surgery** and you are not indemnified by your employer for this practice.



Otolaryngology head and neck surgery

This category also applies to otolaryngologists (also known as ENT surgeons or otorhinolaryngologists) who also perform cosmetic procedures provided those services:

- fall within the scope of your accredited basic training; and
- generate less than 50% of your gross private billings

If your cosmetic procedures exceed 50% of your total gross private billings you will need to select the 'Cosmetic proceduralist' category.



Paediatric surgery



Pathology

This category also applies to pathologists who also hold a physician qualification AND 50% or more of their gross nonemployer indemnified (private) billings relate to pathology reporting services.



Physician rehabilitation and occupational

This category applies to physicians who undertake:

- occupational medicine
- pain medicine
- pre-employment and fitness for work medicals
- rehabilitation medicine



Physician non procedural

This category applies to consultant physicians who practise in the disciplines/perform minimally invasive, lower risk procedures including:

- bone marrow biopsy
- cardiology (non-interventional & non-invasive)
- chemotherapy
- gastroscopy (excluding ERCP & colonoscopy)
- geriatric medicine
- haematology
- immunology
- medical oncology
- nephrology
- neurology
- paediatric medicine
- pain medicine
- proctoscopy
- renal biopsy
- respiratory medicine (including endobronchial ultrasound-guided transbronchial needle aspiration (EBUS TBNA) and
- transbronchial lung biopsy)
- sigmoidoscopy

If you are a physician who also holds a pathology qualification you may also select this category provided pathology reporting activities generate less than 50% of your gross non-employer indemnified (private) billings.



Physician procedural

This category applies to physicians who perform invasive procedures including but not limited to:

- cardiology – interventional (ie cardiac catheterisation)
- colonoscopy
- endoscopic retrograde cholangio pancreatography (ERCP)
- endoscopic procedures
- liver biopsy
- pain medicine



Plastic surgery

This category includes cover for cosmetic procedures provided those services:

- fall within the scope of your accredited basic training; and
- generate less than 50% of your gross private billings.

If your cosmetic procedures exceed 50% of your total gross private billings you will need to select the 'Cosmetic proceduralist' category.



Psychiatry

- Practice in this category includes:
- electroconvulsive therapy (ECT)
- medico-legal reporting
- pain medicine when approved by MIPS



Radiation oncology



Radiology

This category also applies to gynaecologists who perform ultrasound (including diagnostic O&G) only.



Sport and exercise medicine



Urology



Vascular surgery

This category includes cover for cosmetic procedures provided those services:

- fall within the scope of your accredited basic training; and
- generate less than 50% of your gross private billings.

If your cosmetic procedures exceed 50% of your total gross private billings you will need to select the 'Cosmetic proceduralist' category.

Dental

These categories apply if you hold the recognised AHPRA general or specialist dental registration and practice within the speciality or you are undertaking a dental specialty training program. All dental categories (excluding the oral and maxillofacial surgery category) require endorsement if you undertake any **minor cosmetic services** as defined by MIPS.

Please contact MIPS, if your speciality is not listed or you practice in multiple specialities.



Dental hygienist / therapist



Oral health therapist

This category applies to practitioners that hold oral health therapist registration with AHPRA.



Dental prosthetist



Dentist

This category applies to general dentists and can include any activities within the definition of dentistry, including services in assessment, diagnosis, treatment, management and prevention. This may include endodontic, orthodontic and prosthodontic treatments.

An endorsement is required in this category if you undertake **specified dental procedures** as defined by MIPS and you are not indemnified by your employer for those services. Refer 'Endorsements' for a list of procedures that require the 'Specified dental procedures extension' endorsement.

Dental specialists



Dento-maxillofacial radiology



Endodontics



Forensic odontology



Oral and maxillofacial pathology



Oral and maxillofacial surgery

This category includes cover for cosmetic procedures provided those services:

- fall within the scope of your accredited training; and
- generate less than 50% of your gross private billings.

If your cosmetic procedures exceed 50% of your total gross private billings you will need to select the 'Cosmetic proceduralist' category.



Oral medicine



Oral surgery



Orthodontics



Paediatric dentistry



Periodontics



Prosthodontics



Public health dentistry (Community dentistry)



Special needs dentistry

Other healthcare



Nuclear medicine technologist

This category applies to practitioners that hold nuclear medicine technologist registration with AHPRA.

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). 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, 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, legal advice and legal defence
- 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 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.

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.

MIPS uses a range of physical and electronic security measures to protect the 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
- 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.

Right of access to your information

You have a right to access and correct your personal and sensitive information.

Please contact us on 1800 061 113, or at 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.

For more information, you can read our privacy statement at mips.com.au/privacy

Financial Services Guide

The services described in this Financial Services Guide (FSG) are provided by the Medical Indemnity Protection Society Limited (MIPS) ABN 64 007 067 281 AFSL 301912. The contact details for MIPS can be found on the last page of this booklet. 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 is designed to help you decide whether to use the services offered by MIPS.

What financial services does MIPS provide?

MIPS is authorised to:

- provide financial product advice for general insurance products and mutual risk products to retail and wholesale clients who are members
- deal in a financial product for retail and wholesale clients who are members by: issuing, applying for, acquiring, varying or disposing of general insurance products and mutual risk products
- apply for, acquire, vary or dispose of a financial product on behalf of another person in respect of general insurance products and miscellaneous (mutual) risk products
- operate custodial or depository services other than investor directed portfolio services for retail and wholesale clients.

MIPS is responsible for the financial services it provides and MIPS and its representatives will provide you with the financial services.

General insurance

MIPS has acquired the *Indemnity Insurance Policy* will provide insurance cover, subject to their terms and conditions, to current MIPS members. The *Indemnity Insurance Policy* for MIPS members is issued by MIPS Insurance Pty Limited. 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 Assist

The discretionary risk protections available to current members of MIPS (MIPS Assist) are a miscellaneous risk product. MIPS issues the discretionary risk protections to you as principal.

Custodial services

The insurance policies that MIPS has in place for its members, and the benefits under those policies, are held on trust by

MIPS for MIPS members. This is a custodial service provided by MIPS. This service is incidental to the insurance arrangements that MIPS has put in place for its members.

Will I get a statement of advice?

Other than in special circumstances MIPS will not provide advice that takes into account 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.

When will I get a product disclosure statement (PDS)?

You will receive a PDS for each financial product issued to you as a retail client or if you receive personal financial product advice. 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. The PDS for the MIPS *Indemnity Insurance Policy* (pages 18-27) and MIPS Assist (page 6) is provided in this document.

What does MIPS charge?

MIPS charges a membership fee for MIPS membership which includes the cost of membership benefits, including insurance cover and MIPS Assist. MIPS does not charge any additional fee or receive any other remuneration for its custodial services. MIPS staff receive market based salaries and are not paid commissions.

What should I do if I have a complaint?

See the *What should I do if I have a complaint?* section in the PDS for an explanation of 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. This insurance will also cover MIPS for claims relating to the conduct of representatives who are no longer employees of MIPS.

Financial Claims Scheme

See the *Financial Claims Scheme* section in the PDS for an explanation of the Financial Claims Scheme.



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