

2020/21



mips

Member Handbook

Combined product disclosure statement and financial services guide

Indemnity
Protection
Support

mips.com.au

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 Protections** added discretionary cover for professional matters not covered by insurance such as issues concerning mandatory reporting, AHPRA or other regulators and statutory authorities, colleges, professional association or universities
- **24/7 clinico-legal advice** and support from experienced clinicians, lawyers 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 product 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 13 May 2020

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 about joining MIPS. 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 (MIPSi). MIPS is the issuer of the *MIPS Protections* 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 MIPSi both take responsibility for the whole of the PDS. MIPS is responsible for the FSG.

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 Policy

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, breaches or omissions.

The maximum the insurer will pay in the aggregate for all claims notified by a member during the membership year under the *Indemnity Insurance Policy*, including defence costs, is \$20 million. The limit of cover for each claim under the *Indemnity Insurance Policy* is \$20 million unless your registration requires an automatic reinstatement (eg dental practitioner) to meet AHPRA's requirements for registration. If this is the case, the limit per claim is \$10 million plus one reinstatement of the same value.

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

| 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 conducted by AHPRA, HCCC, coroner, Medicare, drug and poisons or other healthcare authorities | ✓ |
|  Assisting with responses to investigations or disciplinary hearings by your employer, colleges or professional body | ✓ |
|  Paying legal costs, damages or other civil liabilities you are ordered to pay | ✓ |
|  Representing you with hospital inquiry defence/removal from proceedings | ✓ |
|  Representing you at disciplinary hearings of a professional body such as a college | ✓ |
|  Pursuing your rights to be indemnified by your employer for a civil claim or 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 | ✓ |
|  | Cover for telehealth activities includes videoconferencing, internet and telephone | ✓ |
|  | Cover for clinical trials, refer to 'Clinical Trials' in the Classification Guide | ✓ |
|  | Good Samaritan acts cover in all countries except the USA or where USA law applies | ✓ |

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

Indemnity for practice outside of Australia

Cover under the *Indemnity Insurance Policy* can be extended, based on approval from MIPS, 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 this extension of cover, if granted, can apply are listed:

| 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 | ✓ |
| Emergency medical retrievals | ✓ |

Student members are automatically covered provided they meet required criteria, see the Student category in the Classification guide of this handbook or visit mips.com.au/placement

Members who will undertake emergency medical retrievals should refer to 'Medical retrievals' in the classification guide of this handbook for cover criteria.

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

Exclusions

The *Indemnity Insurance Policy* does not cover all events and circumstances or all types of claims arising from your provision of healthcare. Examples of circumstances where cover does not apply include:

- any incidents previously known to you including incidents notified, or should have been notified, to a previous insurer
- any incidents prior to your retroactive date
- providing healthcare outside of your membership classification or scope of practice
- business related incidents not related to the provision of healthcare
- practising where you are not registered to practice
- practising where you are in breach of any conditions of your registration or those set by your employer or college
- where you did not have the appropriate training, qualifications or experience for the healthcare you provided
- where you are entitled to indemnity through an arrangement other than with us
- any claims, investigation or proceeding alleging or arising out of dishonesty or fraud
- loss or damage to electronic or hardcopy healthcare records
- libel, slander, defamation, plagiarism or falsification.

This is a summary only. Refer to the *Indemnity Insurance Policy* for comprehensive details of exclusions that apply.

MIPS Protections

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

MIPS will consider your claim for protection in accordance with the MIPS Constitution and the law. You can have a realistic expectation that claims under *MIPS Protections* will be accepted if the claim comes within the scope of the protection 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 is not authorised under the Insurance Act 1973 to conduct insurance business in Australia. MIPS and *MIPS Protections* 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.

The type of things we can cover

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.

AHPRA, regulator and statutory authority

We can support you for investigation and defence costs to defend any action made by AHPRA, any other healthcare regulator (eg HCCC, Medicare, drugs and poisons authorities) or government department that may unfairly limit your ability to practice, such as imposing a condition or restriction on your practice. We can also assist to re-obtain registration after suspension.

Medicare and PSR investigations and audits

We can assist with investigations and defence costs to defend investigations or complaint about inappropriate claims through the Medicare Benefits Schedule.

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.

Mandatory reporting

We can assist you to defend complaints that arise from a mandatory report you make in good faith and in a timely fashion. For example, reporting a colleague with an impairment or practising while intoxicated. MIPS' clinico-legal advisers are exempt from mandatory reporting obligations and you can discuss matters with them prior to making a mandatory report.

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

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 (eg Medicare), 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.

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, lawyers and professional advisors 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

Ongoing continuous professional development is a mandatory registration requirement for healthcare practitioners. Risk education, assists members to better manage their day-to-day working life and challenges, helps avoid adverse outcomes against patients or, in the event they occur, help mitigate those outcomes. Building on its vast claims knowledge base, MIPS has developed a suite of risk education offerings to assist members in meeting their requirements. Benefits include:

- accredited education to assist with meeting ongoing CPD requirements
- face to face workshops and 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.

Membership features

This summary highlights some of the important features of membership, including the insurance cover. However, this is a summary only. Full details of the insurance cover that is a benefit of MIPS membership can be found in the *Indemnity Insurance Policy* in this handbook and available at mips.com.au/publications or on request by post free of charge.

Your membership classification

You are required to select the membership classification that best describes your area of specialisation and healthcare you provide. You must also provide MIPS with all relevant information regarding your practice. 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.

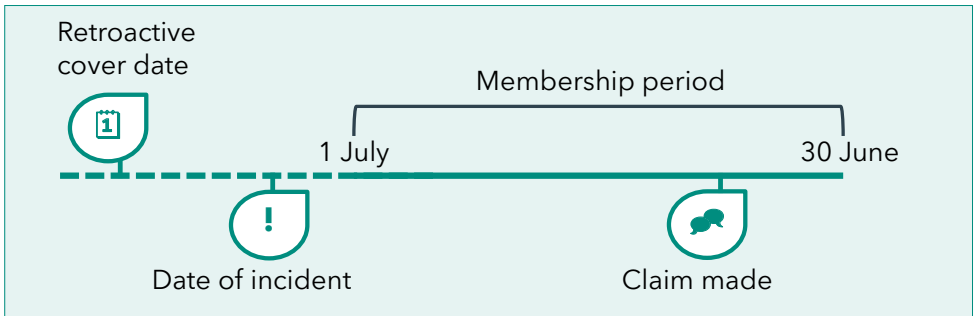
Claims-made insurance policies cover claims made in the period of insurance and notified to the insurer in the period of insurance.

This means that you are only covered under these insurance policies if you are a member at the time the claim is made against you and reported to the insurer. You are NOT covered for incidents prior to your retroactive date or previously known to you or matters that have been notified to you or your previous insurer or medical/dental defence organisation.

The MIPS *Indemnity Insurance Policy* is a claims-made insurance policy.

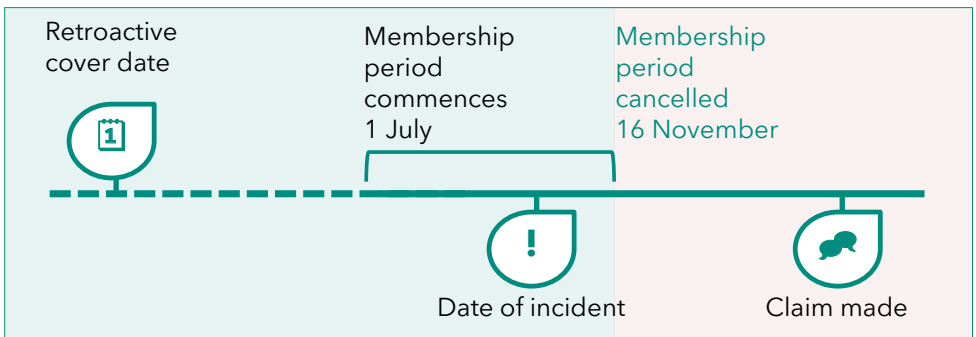
You must notify MIPS of any claim made against you or any investigation or incident as soon as reasonably practicable after you first become aware of the claim or investigation.

Incident covered under claims made



Claim **accepted**. The claims 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 nominate a retroactive cover date. 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.

Cover is not provided for healthcare undertaken 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 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.

International healthcare practitioners sometimes overlook the need to maintain run-off cover for their past practice in Australia this leaves you vulnerable, as your liability for past practice continues even after you cease practice in Australia. Contact MIPS to obtain 'run-off' cover before you leave Australia.

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 this scheme on behalf of the Government for our members. 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 previously applied and were deemed to be eligible for a subsidy under the Medical Indemnity Support Scheme (ie former MISS participant), 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

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 |
| <i>MIPS Protections</i> | claims@mips.com.au mips.com.au/claim |

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 or complaint you must contact MIPS. 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 advisor, lawyer or professional services advisor.
- 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 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 mips.com.au/publications or on request. Also set out is what the insurer 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:

- **1800 061 113**
- **info@mips.com.au**
- 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 45 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:

- **1800 061 113**
- **idr@mips.com.au**
- 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 by:

- **www.afca.org.au**
- **1800 931 678**
- **info@afca.org.au**
- Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Financial Claims Scheme

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 nominate a retroactive cover date and provide details of your healthcare practice(s) for which you require cover including previous practice. This information is used 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 all contact details 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.

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 *MIPS Protections* and the insurance policies. MIPS may be entitled to refuse or withdraw cover under *MIPS Protections* or cancel your membership, or both.

Further, an insurer 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, an insurer 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:

- what membership classification best describes your current and past practice for which you have appropriate qualifications, training and experience
- details of your registration and practice history
- your gross annual billings
- 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

A full membership year is from 1 July to 30 June. Membership commences upon acceptance of a completed application. Alternatively, a later commencement date can be nominated. All MIPS memberships expire on 30 June.

Entitlement to cover under the insurance policies that MIPS obtains for the benefit of its members will cease if membership is not renewed. Renewal is not automatic. Membership is reviewed each year before a Member Benefit Statement, inviting a renewal application, is sent. MIPS may accept or refuse any application for membership or renewal of membership.

If MIPS has concerns about a member's practice or conduct it may invite the member for interview prior to deciding whether to renew their membership.

MIPS will advise a member if their membership is not going to be renewed within a reasonable period so that the healthcare professional has sufficient time to obtain alternative professional indemnity insurance.

Examples when membership may not be accepted, renewed or cancelled, include the following (non-exhaustive list):

- dishonourable or irregular practice
 - regularly failing to practice to an appropriate standard
 - being subject to review or investigation by AHPRA, Medicare, local drugs & poisons authorities and or other similar regulator(s) of health practitioners
 - repeated similar complaints and frequency or severity of claims/complaints
 - failing to implement risk management strategies recommended by MIPS including failure to attend risk education
 - conduct that is prejudicial to the interests of MIPS, including financial prejudice or reputational risk
 - conduct that has a negative impact on the medical, dental or nuclear medicine professions
-

- conduct that adversely affects the cost of insurances which MIPS purchases for the benefit of members
- any misstatement, misrepresentation or non-disclosure made during the membership application, renewal process or practice change
- severity or frequency of claims or complaints that are beyond that normally expected of a healthcare craft group
- self-prescribing of medications or inappropriate prescribing of medications to patients
- lack of insight or willingness to change practises or rude, aggressive, unethical or unprofessional behaviour to patients and staff including MIPS staff
- repeated professional conduct complaints
- complaints regarding boundary transgressions or other unethical behaviour
- conviction(s) for criminal offences
- mis-statement of membership classification (including category, basis, level of billings)
- A pattern of irregularity in conduct of affairs such as meeting financial obligations to MIPS or lapses in membership.

Paying your membership fee

Payment of your membership fee is due when you first join and by 1 July in subsequent years. Payment may be made by cheque, BPAY, PayPal or credit card.

Members may also 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 *MIPS Protections* and insurance cover may be prejudiced.

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. This document will become a tax invoice upon payment. If any details are incorrect contact MIPS.

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.

Excesses

Any excess that applies to the *MIPS Protections* or the insurance cover will be calculated by MIPS, or the insurer, by taking into account the factors that are considered in the calculation of the membership fee as set out above. No standard excess applies to the *Indemnity Insurance Policy*. An exception may apply to some members.

In the unlikely event an excess is required for the *Indemnity Insurance Policy*, the amount of any excess will be shown on your Member Benefit Statement. This excess will apply to each claim under the *Indemnity Insurance Policy* as well as *MIPS Protections*.

Any request by MIPS for payment of an excess must be met within 21 days of receipt of the request in writing. If you do not pay or refuse to pay the excess, then MIPS may refuse to provide any payment or further services related to your claim(s). MIPS will provide a tax invoice including evidence of expenses.

Cooling off period

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

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.

All membership benefits, including *MIPS Protections* and insurance cover, 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 *MIPS Protections* and insurance cover, 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 Protections*, 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, breaches and omissions in your provision of healthcare services. It provides protections for legal claims, such as when you are sued and require legal representation to defend yourself and/or are required to pay compensation. It also provides cover for investigations, proceedings and the legal costs of defence in these matters. Cover under this policy meets the professional indemnity requirements of AHPRA for healthcare practitioners. The maximum the insurer will pay in the aggregate for all claims notified by a member during the membership period under the *Indemnity Insurance Policy*, including defence costs, is \$20 million. See section '3. The maximum we will pay under this policy'. Your Member Benefit Statement sets out the limits that apply to you.

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 with *MIPS Protections Plus* membership classification are not covered by this policy.

1. When You are insured

- 1.1 Subject to clause 1.2, **We** agree to insure **You**, the **MIPS Member**, on the terms set out in this **Policy** and **Your Member Benefit Statement** while **You** are a current member of **MIPS**.
- 1.2 If **Your Member Benefit Statement** shows that **You** are a '*MIPS Protections Plus*' member, **You** are not insured under this **Policy** and will have no entitlement to make a claim under this **Policy**.

2. Indemnity insurance cover

Cover for Healthcare

- 2.1 We will indemnify **You** for any **Claim** made against **You**:
- 2.1.1 during the **Period of Insurance** and notified to **Us** in the **Period of Insurance** but only in relation to **Claims** arising from **Incidents** occurring after the **Retroactive Date**.
 - 2.1.2 during the **Extended Reporting Period** and notified to **Us** in the **Extended Reporting Period** but only in relation to **Claims** arising from **Incidents** occurring in the period prior to the **Extended Reporting Period** and after the **Retroactive Date**.
 - 2.1.3 during the **Run-off Cover Period** and notified to **Us** in the **Run-off Cover Period** but only for **Claims** arising from **Incidents** occurring in the period prior to the **Run-off Cover Period** and after the **Retroactive Date**.

Cover for investigations and proceedings

- 2.2 We will indemnify **You** for **Defence Costs** for:
- 2.2.1 proceedings before an administrative tribunal or of an administrative nature; or
 - 2.2.2 disciplinary proceedings including disciplinary proceedings conducted by or on behalf of a professional body; or
 - 2.2.3 an **Investigation**;
- arising from **Healthcare** provided by **You**. We will also cover **You** for the legal costs **You** are ordered to pay as a result of any such proceeding or **Investigation**.
- 2.3 We will only agree to indemnify **You** if the **Investigation** or proceeding referred to in clauses 2.2.1 to 2.2.3 commences:
- 2.3.1 during the **Period of Insurance** and is notified to **Us** in the **Period of Insurance** but only for **Investigations** or proceedings arising from **Incidents** occurring after the **Retroactive Date**;
 - 2.3.2 during the **Extended Reporting Period** and is notified to **Us** in the **Extended Reporting Period** but only for **Claims** arising from **Incidents** occurring in the period prior to the **Extended Reporting Period** and after the **Retroactive Date**; or

- 2.3.3 during the **Run-off Cover Period** and is notified to **Us** in the **Run-off Cover Period** but only for **Claims** arising from **Incidents** occurring in the period prior to the run-off period and after the **Retroactive Date**.

Defence Costs cover

- 2.4 **We** agree to indemnify **You** for **Defence Costs**.

HIV, Hepatitis B or Hepatitis C cover

- 2.5 **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**:
 - 2.5.1 retire due to disability; or
 - 2.5.2 significantly revise your practice or significantly train or re-train in order to enable you to continue to practise **Healthcare**.
- 2.6 **You** must notify us as soon as practical after **Your** diagnosis.
- 2.7 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**.
- 2.8 This cover does not apply:
 - 2.8.1 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**;
 - 2.8.2 if **You** are diagnosed within three months of the commencement of the **Period of Insurance**;
 - 2.8.3 if **You** refuse to undergo any tests which **We** reasonably request to verify the diagnosis or if such tests do not verify the diagnosis.

Cover for Practice Staff

- 2.9 **We** will indemnify **Practice Staff** for any **Practice Staff Claim** made against them:
 - 2.9.1 during the **Period of Insurance** and notified to **Us** in the **Period of Insurance** but only in relation to **Practice Staff Claims** arising from **Incidents** occurring after the **Retroactive Date**.
 - 2.9.2 during the **Extended Reporting Period** and notified to **Us** in the **Extended Reporting Period** but only in relation to **Practice Staff Claims** arising from **Incidents** occurring in the period prior to the **Extended Reporting Period** and after the **Retroactive Date**.

- 2.9.3 during the **Run-off Cover Period** and notified to **Us** in the **Run-off Cover Period** but only for **Practice Staff Claims** arising from **Incidents** occurring in the period prior to the **Run-off Cover Period** and after the **Retroactive Date**.

3. The maximum We will pay under this Policy

- 3.1 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:
- 3.1.1 \$20 million for any one **Claim** and in the aggregate for all **Claims** notified in the **Period of Insurance** or an **Extended Reporting Period** by **You**; or
 - 3.1.2 \$10 million for any one **Claim** plus an automatic reinstatement to the same value and \$20 million in the aggregate for all **Claims** notified in the **Period of Insurance** or an **Extended Reporting Period** by **You** if **You** are required to have an automatic reinstatement to meet AHPRA requirements.
- 3.2 The maximum **We** will pay under clause 2.5 is \$25,000.
- 3.3 **We** regard each of the following as one **Claim**:
- 3.3.1 All **Claims** arising from the provision of **Healthcare** to any one patient.
 - 3.3.2 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.
 - 3.3.3 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.
 - 3.3.4 All **Claims** by one or more claimants arising from any **Incident** or any one series of related Incidents in the provision of **Healthcare**.

4. Excess

- 4.1 The **Member Benefit Statement** states the excess that applies to this **Policy**. This excess is the amount that **You** must pay for each **Claim** or **Defence Costs** covered under this **Policy**. **We** do not indemnify **You** under this **Policy** for that excess.
- 4.2 It is a condition precedent to **Your** entitlement to cover under this **Policy** that you pay any applicable excess within 21 days of receipt of a request in writing from **Us** or **MIPS**.

5. When You have to notify Us

- 5.1 **You** must notify **Us** at the time **You** first become aware of:
 - 5.1.1 any **Claim** made against **You**;
 - 5.1.2 any **Investigation** or proceeding against **You**;
 - 5.1.3 any **Incident** that may give rise to a **Claim** against **You**;
 - 5.1.4 any condition or restrictions imposed on **You** or **Your** practice by registration bodies, **Your** employer, educational bodies, a healthcare facility or supervisor;
 - 5.1.5 any change in **Your** practice or provision of **Healthcare** (that includes amongst others the nature of **Healthcare** **You** provide or the location in which **You** provide **Healthcare**);
 - 5.1.6 any **Claim** made against a practice entity in which **You** have a direct financial interest;
 - 5.1.7 when **You** cease to be a **Practitioner** or cease to be a healthcare student; or
 - 5.1.8 if **You** become deregistered or lose **Your** right to practice or to provide particular healthcare services.

6. Cessation of specified Healthcare activities

- 6.1 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:
 - 6.1.1 **We** consider that the treatment, procedure or practice poses an unreasonable risk of a **Claim** or **Incident** occurring;
 - 6.1.2 a registration board or specialist college does not endorse such treatments, procedures or practices; or
 - 6.1.3 educational bodies, a healthcare facility, supervisor or **Your** employer does not endorse such treatments, procedures or practices.
- 6.2 **We** will give **You** 14 days' notice asking **You** to stop providing or carrying out the treatment, procedure or practice. **You** must cease providing or carrying out the treatment when that notice takes effect.

7. If We take over proceedings

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

8. Your duty to co-operate

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

9. Consent to settlement

- 9.1 **You** must:
- 9.1.1 not admit liability for a **Claim**; and
 - 9.1.2 not agree to settle a **Claim** unless **You** have **Our** prior written consent.
- 9.2 **We** will not admit liability for, or settle, any **Claim** against **You** without **Your** prior consent.
- 9.3 If **You** refuse to consent to **Us** 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**.

10. Subrogation

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

11. Apportionment of Defence Costs

- 11.1 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**.

12. Cancellation

- 12.1 **We** may cancel cover under this **Policy** by giving **You** 30 days' written notice to **Your** last notified address if:
- 12.1.1 at any time **You** have failed to comply with **Your** duty of disclosure; or
 - 12.1.2 prior to entering into this **Policy** **You** made a misrepresentation to **MIPS** upon which **We** relied; or
 - 12.1.3 **You** failed to comply with a provision of this **Policy** including any provision of this **Policy** which requires **You** to notify **Us** of any **Claim, Incident** or **Investigation**; or
 - 12.1.4 **You** have made a fraudulent claim under this **Policy**; or
 - 12.1.5 **You** are paying **Your** MIPS membership fee by instalments and at least one instalment has remained unpaid for a period of one month; or
 - 12.1.6 any other reason prescribed by the *Insurance Contracts Act 1984*.
- 12.2 **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.
- 12.3 If **You** exercise **Your** right to cancel **Your** cover under the **Policy** under clause 12.2, the membership fee **You** paid will be refunded.
- 12.4 **You** may cancel cover under the **Policy** after the cooling-off period, by providing written notice of **Your** membership resignation to MIPS at the address set out in the PDS.
- 12.5 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.

13. What We do not insure

- 13.1 **We will not indemnify You or Practice Staff under this Policy for any liability or Defence Costs arising out of or in connection with:**
- 13.1.1 the provision of **Healthcare** that is not included in **Your** membership category, basis or specifically endorsed and stated on **Your Member Benefit Statement**;
 - 13.1.2 an **Incident** that occurred during the **Period of Insurance** and reported when **You** were not a current member of **MIPS**;
 - 13.1.3 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
 - 13.1.4 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.
 - 13.1.5 **Restricted Practice Activities**;
 - 13.1.6 **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 appropriate training, qualification and/or experience to provide or supervise the **Healthcare** or practised without required supervision; or
 - (e) 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 **MIPS Insurance**;

- 13.1.7 the unlawful sale, supply, use or application of a **Prohibited Substance**;
- 13.1.8 business-related issues or **Incidents** that are not directly related to **Your** provision of **Healthcare**;
- 13.1.9 libel, slander or defamation or an allegation of plagiarism or falsification;
- 13.1.10 dishonesty, fraud or criminal offences;
- 13.1.11 provision of **Healthcare** by registrars, attachments, placements or trainees unless they were acting:
 - (a) under **Your** appropriate and adequate direct supervision; and
 - (b) reasonably within the terms of their placement and protocols of the practice;
- 13.1.12 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;
- 13.1.13 any **Claim**, investigation or proceeding arising out of the importation, manufacture, distribution or sale of any product, however we will insure **You** for:
 - (a) prescribing a product listed on the Australian Register of Therapeutic Goods (ARTG);
 - (b) the manufacture, distribution or sale of a product, including a dental product, if **You** are a dental practitioner and that product is listed on the ARTG or is a material not required to be registered on the ARTG.
- 13.1.14 the provision of **Healthcare** outside of Australia or its territories unless it:
 - (a) meets the definition of Telehealth in clause 14.21; or
 - (b) unless agreed in writing by **Us**.
- 13.1.15 proceedings brought against **You** outside Australia or under, or to apply to enforce, any law other than Australian law;
- 13.1.16 **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;
- 13.1.17 **Your** provision of services to a pharmaceutical, medical device/implants or technology company;
- 13.1.18 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;
- 13.1.19 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;
- 13.1.20 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;
- 13.1.21 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;
- 13.1.22 the ownership, use of, occupation or state of any premises and which is not directly related to the provision by **You** of **Healthcare**;
- 13.1.23 the loss of, damage to, or the failure to properly protect the security of, electronic or hard copy medical records;
- 13.1.24 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.

- 13.1.25 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.
- 13.1.26 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 public hospital.
- 13.2 **We** will not indemnify **You** as a **Student Member** under this **Policy** for any **Claim** for, or arising out of, or in connection with the provision of **Healthcare**:
- 13.2.1 that is not included in the MIPS Healthcare membership category; or
- 13.2.2 in any capacity other than as a student, trainee or observer; or
- 13.2.3 provided other than under the appropriate supervision of a registered healthcare practitioner.
- 13.3 **We** will not indemnify **You** or **Practice Staff** in respect of any liability or associated **Defence Costs**:
- 13.3.1 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, education provider or employer, or under any other undertaking now or in the future; or
- 13.3.2 to:
- (a) Medicare;
 - (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.
- 13.3.3 for any **Claim, Investigation** or proceeding arising because, and only because, the person is related to **You** as an employee or as an agent; or
- 13.4 **We** will not indemnify **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 clause 2.3
- 13.5 **We** will not indemnify **Practice Staff** under this **Policy** for any liability or **Defence Costs** arising out of or in connection with:
- 13.5.1 cosmetic or anti-aging treatment, therapies or procedures; or
 - 13.5.2 the provision of Healthcare without supervision by **You**.

14. Definitions in this Policy:

- 14.1 **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.
- 14.2 **Defence Costs** means legal costs, disbursements and related expenses reasonably and necessarily incurred in relation to **Claims, Investigations** or proceedings covered by clauses 2.1, 2.2 or 2.3 but only if **Our** written consent is obtained before any **Defence Costs** are incurred. **Defence Costs** include costs incurred in:
- 14.2.1 any **Claim, Investigation** or proceeding;
 - 14.2.2 prosecuting any proceeding for indemnity, contribution or recovery; or
 - 14.2.3 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.
- 14.3 **Extended Reporting Period** means the extended reporting period, if any, set out on **Your Member Benefit Statement**.
- 14.4 **Healthcare** means:
- 14.4.1 any care, treatment, advice, service or goods provided for the physical or mental health of a person;

- 14.4.2 any report or opinion provided by **You** (and any examination for the purpose of preparing such report), other than for the purposes of treatment, which has been requested by a third party such as a lawyer, insurer or statutory body; and
- 14.4.3 Telehealth;
- for which **You** hold appropriate AHPRA registration, qualifications, training and experience.
- 14.5 **Incident** means any act, omission or circumstance that occurs in the course of, or in connection with, the provision of **Healthcare** by **You** or by **Your Practice Staff** acting under **Your** instruction, direction or supervision and includes an **Incident** that is claimed to have occurred.
- 14.6 **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.
- 14.7 **Member Benefit Statement** means the most recent statement referencing this **Policy** issued to the **MIPS Member**.
- 14.8 **MIPS** means Medical Indemnity Protection Society Ltd
- 14.9 **MIPS Insurance/Us/We/Our** means MIPS Insurance Pty Ltd ABN 81 089 048 359.
- 14.10 **Period of Insurance** means the Membership Period in Your **Member Benefit Statement**.
- 14.11 **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**.
- 14.12 **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.
- 14.13 **Practice Staff** 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.
- 14.14 **Practice Staff Claim** means a written demand for compensation or damages (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.

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- 14.15 **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**.
- 14.16 **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.
- 14.17 **Restricted Practice Activities** means any treatment, procedure or practice that is described in a notice sent to **You** pursuant to clause 6 of this Policy after 14 days of receiving such notice;
- 14.18 **Retroactive Date** means the retroactive cover date on **Your Member Benefit Statement**.
- 14.19 **Run-off Cover Period** means the run-off cover period, if any, in **Your Member Benefit Statement**.
- 14.20 **Student Member** means a member of MIPS in the Healthcare Student membership category.
- 14.21 **Telehealth** means healthcare treatment or advice provided by **You** via the internet, by video conference or telephone to a person located in Australia where:
- 14.21.1 **You** and the patient were in Australia at the time the healthcare treatment or advice was provided;
 - 14.21.2 there was a pre-existing clinical relationship with the patient and **You** were outside of Australia at the time the healthcare treatment or advice 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 treatment or advice was provided ;
 - 14.21.3 there was a pre-existing clinical relationship with the patient, **You** were in Australia at the time the healthcare treatment or advice was provided, and the patient had been outside Australia for less than 90 days at the time the healthcare treatment or advice was provided; or
 - 14.21.4 **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.
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Telehealth does not include analysing results and providing opinions for genomic, embryonic or foetal screening and testing where the sample has been received from a country outside of Australia.

- 14.22 **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**.
- 14.23 The singular includes the plural and the male gender includes the female, and vice versa.

Membership classification guide

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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: General practitioner

Basis: Gross private billings/salary

Endorsements: Gratuitous services outside of Australia, Minor cosmetics

Your Member Benefit Statement outlines your membership classification for the healthcare services you provide. You must ensure your membership classification accurately reflects both your previous and current healthcare practice.

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 practice may be excluded when undertaken in a non-employer indemnified (private) setting. Your category will provide a list of any **exclusion(s)** that apply.

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 practice may be excluded when undertaken in a non-employer indemnified (private) setting. 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 undertaking 'pre-registration' activities before obtaining your AHPRA registration.



New graduate applies if you have graduated within the current membership period (ie financial year) and you have not yet commenced a registrar or specialist training program or position. International graduates are only eligible based on the year they first obtained their equivalent of an Australian healthcare qualification (eg MBBS, BDS, etc) not the year they were awarded their AMC certificate.

Non-employer indemnified (private) practice is covered up to \$100,000 gross billings 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.

Non-employer indemnified (private) practice is covered up to \$100,000 gross billings 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.

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.

This basis excludes non-employer indemnified (private) practice if 'Employer indemnified only' is appended to your classification.

If 'Employer indemnified only' is not appended, non-employer indemnified (private) practice is covered up to \$100,000 gross billings 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 your category.

Contact MIPS if additional private practice is required.

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

Practitioners are not eligible for this basis if:

- they are undertaking non-employer indemnified (private) unsupervised obstetric services (other than 'shared care' antenatal consulting), bariatric surgery, spinal surgery and neurosurgery
- an Australian specialist qualification has already been obtained
- they are practising in an unaccredited registrar position (ie not accepted into an accredited registrar training program)
- they 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 fully 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.



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

This basis excludes non-employer indemnified (private) practice if 'Employer indemnified only' is appended to your basis.

If 'Employer indemnified only' is not appended, non-employer indemnified (private) practice is covered up to \$100,000 gross billings 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.

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 covered under your category.

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



MIPS Protections Plus 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 practitioners
- *MIPS Protections* discretionary cover for non-healthcare professional and personal matters arising from your clinical activities. Refer '*MIPS Protections*'
- 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 surgeon applies if you are a surgeon and 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 fully 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

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 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 in a non-employer indemnified (private) setting.



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 in a non-employer indemnified (private) setting.

Refer 'GP Procedural' for further information.



Specified dental procedures extension is required if you are a general dentist and you undertake the following 'specified dental procedures' in a non-employer indemnified (private) setting:

- 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 in a non-employer indemnified (private) setting.

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 a fully employer indemnified practitioner for all your healthcare practice and you undertake gratuitous services in Australia that are not employer indemnified.

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 as MIPS cannot provide that confirmation. 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.

Estimating hours, billings and/or salary

If you undertake non-employer indemnified (private) practice you may be required to provide an estimate of your gross private billings and/or salary or total hours worked per week.

If you are required to provide annual billings and/or salary for your non-employer indemnified (private) practice, MIPS will require you to estimate the:

- **billings** generated by you from all areas of your private practice whether retained by you or otherwise, and before any apportionment or deduction of any expenses and/or tax
- **salary** you receive for private practice where billings are not generated under your provider number (or billed by a third party on your behalf). You should also include any salary you receive for non-employer indemnified supervision of other practitioners.

The salary amount excludes any amount already provided as estimated billings. If you are required to provide your total **hours** per week we will also request you nominate the percentage of hours that relate to non-employer indemnified (private) practice.

Where indemnity is provided by your employer the hours, billings and/or salary from that practice is not included in the above estimate(s).

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.

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 (unless stated as included within your speciality) or if your cosmetic services will exceed 50% of your annual total gross private billings, you must provide details to MIPS.

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 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 both direct supervision and indirect supervision where there continues to be adequate access to communication, oversight, interaction, direction and support after initial instruction has been provided.

Telehealth services

Telehealth is healthcare provided over the internet, by video conference or telephone to patients in Australia in accordance with AHPRA, College and Medicare requirements.

Cover for telehealth requires the same standard of care as any other provision of healthcare and if the medium is not appropriate for a patient, members are expected not to offer telehealth consultations. Under Australian law, the location of the patient is where the healthcare is considered to be provided. Any communication to patients via an electronic device is likely to constitute telehealth.

Professional registration or licensing may also be required for the jurisdiction in which your patient is physically located.

MIPS Membership benefits (including insurance cover) extend to technology based health services you undertake, provided you (and the healthcare services) continue to meet the following guidelines:

- you meet the telehealth definition (as defined in clause 14.21 in the *Indemnity Insurance Policy*)
- your practice is in accordance with AHPRA and specialist colleges requirements, guidelines and advice. See Telehealth frequently asked questions
- you hold current AHPRA healthcare practitioner registration
- you have appropriate training, experience and qualifications for the healthcare activities undertaken by you
- you have an appropriate MIPS membership classification for the healthcare activities undertaken by you.

If you do not meet the guidelines above or have a specific query/concern about telehealth and the services you provide, complete an online Practice Assessment Questionnaire for individual assessment.

Gratuitous services

Gratuitous services are services where you receive no remuneration and patients or others are not charged for your involvement for the services you undertake. This may include services such as prescribing and writing referrals and volunteer services.

In general, gratuitous services are covered when provided in Australia if an appropriate membership classification is selected for the services you expect to provide.

You may require assessment if:

- you volunteer in a high-risk setting (for example motor or professional sport events) and you are not an emergency medicine specialist
- you will undertake unsupervised activities for which you would normally require supervision
- you will undertake activities not covered under your membership classification.

An endorsement is required if you are in an employer indemnified only classification and you undertake gratuitous services in Australia. You must ensure that you hold the appropriate AHPRA registration for undertaking your proposed services.

An endorsement is required if you undertake gratuitous services outside of Australia. Refer '**Indemnity for practice outside of Australia**' for further information.

Clinical trials

MIPS membership benefits (including insurance cover) extend to clinical trial participation, provided the following criteria is met. You must:

- hold current AHPRA medical practitioner registration and have appropriate training, experience and qualifications for the healthcare activities undertaken
- have an appropriate MIPS membership classification for the healthcare activities undertaken
- have obtained ethics approval from a currently registered Human Research Ethics Committee with National Health and Medical Research Council (NHMRC) eg Bellberry
- only treat patients located within Australia.

You **ONLY** need to apply for cover if you do not meet the above criteria, visit mips.com.au/forms to apply.

Good Samaritan Acts

All members, including non-practising members, receive cover and benefits for Good Samaritan Acts worldwide (excluding the USA or where USA law applies).

Good Samaritan Acts are where you provide healthcare voluntarily, without remuneration, in relation to unexpected events and where you wouldn't normally be expected to be available to provide healthcare.

Medical retrievals

MIPS does provide cover and assistance to members undertaking medical repatriation, however, there are conditions and restrictions. Importantly, MIPS is unable to provide indemnity for members working in the USA or USA territories including American Samoa, Guam, Puerto Rico, United States Minor Outlying Islands and the Virgin Islands.

Benefits of membership will only apply to the provision of healthcare within Australia or its territories or where proceedings are brought within Australian jurisdiction.

MIPS membership benefits (including insurance cover) may extend to cover patients being repatriated to Australia. The following requirements apply to cover for medical repatriation to Australia:

1. You are a current MIPS member; and
2. the patient is being repatriated into Australia; and
3. you have the appropriate qualifications, training and experience for the services that are expected/may be required to be undertaken; and
4. you are in a MIPS membership classification that provides cover (or you agree to change your membership classification along with any additional payment fee to an appropriate category) necessary for the type of healthcare you expect to provide for the repatriation; and
5. you confirm that 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
6. cover is excluded for claims in the USA or where USA law applies.

If you do not meet the above guidelines refer your details to MIPS for assessment and approval.

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 over the age of 65, 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 undertaking any other pre-registration healthcare activities prior to obtaining AHPRA registration.



Healthcare student

This category is suitable for students currently studying a healthcare discipline (medical, dental science, oral health or nuclear medicine technology) at a recognised education provider in Australia and students currently studying an equivalent healthcare discipline at a recognised education provider outside of Australia undertaking a temporary placement in Australia.

Cover applies if your healthcare activities are:

1. commensurate with the level of education, training and experience for a healthcare student
2. appropriately supervised by a registered healthcare practitioner which includes direct or indirect supervision that provides adequate access to communication, oversight, interaction, direction and support from your supervisor throughout the activity
3. either:
 - a. employer indemnified, OR
 - b. non-employer indemnified and you are not being remunerated nor volunteering (eg St Johns, charity groups).

If you are unsure whether you are employer indemnified, you should obtain confirmation from your employer/hospital/clinic/university that they will provide indemnity for as MIPS cannot advise you if you are employer indemnified for your practice.

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

If you 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 is suitable for 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 to select 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, specialist recognition pathway.

When selecting a category, it should reflect where you generate the majority of your non-employer indemnified (private) practice gross billings in a membership period or where you undertake the majority of your practice (hours) if you are employer indemnified only.



Medical officer

This category applies to practitioners who practice in a hospital (or non general practice) setting. This category is limited to unsupervised practice listed under the **GP non-procedural** 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. This category is limited to unsupervised practice listed under the **GP non-procedural** 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 categories apply to practitioners that hold specialist registration, are vocationally registered or are permitted to practise as a specialist. These categories should also be selected if you are undertaking an accredited registrar training program. If you are not practising as a specialist 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 does not apply to the following practices when undertaken in a non-employer indemnified setting:

- 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 **does not** apply to the following practices when undertaken in a non-employer indemnified setting:

- 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 in a non-employer indemnified (private) setting 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 does not apply to the following practices when undertaken in a non-employer indemnified setting:

- 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 should also be selected if you are undertaking an accredited registrar training program or practice in a non-accredited registrar position. If you do not meet these criteria refer to category 'Medical officer' 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 when approved by MIPS



Cardiothoracic surgery



Cosmetic proceduralist

This category applies if:

- your minor cosmetic services exceed 50% of your annual total gross private billings
- 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
- you are any other type of practitioner and you undertake any cosmetic procedures other than minor cosmetic procedures
- you have been advised by MIPS.

See 'Cosmetic procedures' definition



Dermatology

This category also applies to dermatologists who perform 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 also category includes:

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



General surgery

An endorsement is required if you undertake **bariatric surgery** in a non-employer indemnified (private) setting. 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 in a non-employer indemnified (private) setting. If you undertake these services, you are required to select '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.

Gynaecologists who perform ultrasound (including diagnostic O&G imaging) only, should select the Radiology category.



Intensive care medicine

Practice in this category also 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 applies to the management or induction of labour in a healthcare facility in a non-employer indemnified (private) setting.

This category does not apply to any involvement in planned home births.



Ophthalmology

This category also applies to ophthalmologists who 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 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 also applies to oral maxillofacial surgeons who perform 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** in a non-employer indemnified (private) setting.



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 non-employer indemnified (private) billings relate to pathology reporting services.



Physician rehabilitation and occupational

This category includes physicians who undertake:

- occupational medicine
- pain medicine when approved by MIPS
- pre-employment and fitness for work medicals
- rehabilitation medicine



Physician non procedural

This category includes 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 when approved by MIPS
- 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 includes 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 when approved by MIPS



Plastic surgery

This category also applies to plastic surgeons who perform cosmetic procedures provided those services generate less than 50% of total gross private billings and:

- fall within the scope of your accredited basic training or
- are listed as a minor cosmetic service as defined by MIPS.

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

Practice in this category also includes:

- gynaecologists who perform ultrasound (including diagnostic O&G) only



Sport and exercise medicine



Urology



Vascular surgery

This category also applies to vascular surgeons who 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.

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 therapist



Dental hygienist

Practice in this category also includes:

- dental therapy



Oral health therapist

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



Dental prosthetist



Dentist

Practice in this category also includes dental specialties where you practice and bill as a non-specialist including:

- endodontics
- orthodontics
- prosthodontics

An endorsement is required in this category if you undertake specified dental procedures as defined by MIPS in a non-employer indemnified (private) setting. See the 'Endorsements' section at the start of this 'Membership classification guide' for the 'specified dental procedures' definition.

Dental specialists



Dento-maxillofacial radiology



Endodontics



Forensic odontology



Oral and maxillofacial surgery

This category also applies to oral and maxillofacial surgeons who perform 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 pathology



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* 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. 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** 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, see our privacy policy 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.

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 the insurer under a master policy arrangement with MIPS. When MIPS arranges cover it is doing so on behalf of MIPS members.

MIPS Protections

The discretionary risk protections available to current members of MIPS (*MIPS Protections*) 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* and *MIPS Protections* is provided in pages 4 – 23 of 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 Protections*. 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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