

# Avant Practice Medical Indemnity Policy

## Overview of cover

Effective 1 April 2021



### What is practice medical indemnity insurance?

Avant Practice Medical Indemnity Policy covers the practice for the legal defence costs and compensation amounts the practice may become liable to pay associated with allegations and complaints. The policy also covers the practice for legal fees associated with employment disputes and other matters, and there is an option to include public liability cover.

The following provides an overview of the cover we provide under the Avant Practice Medical Indemnity Policy. For full details please refer to the policy wording, available from the Avant website [avant.org.au](http://avant.org.au). Cover is subject to the full terms, conditions, definitions, exclusions and limits of the policy.

### Avant practice medical indemnity insurance covers your practice for:



#### Complaints, inquiries and investigations

Covers the practice and employees up to \$500,000 in responding to an inquiry, inquest, investigation or complaint brought before a registration board, tribunal or complaints unit.



#### Civil liability claims

Covers the practice and employees up to \$20 million for compensation amounts the practice may become liable to pay, and the associated legal defence costs for matters including telehealth, breaches of privacy, defamation, actions of a medical practitioner (who is not an insured person) and failure to follow up.



#### Vaccine administration

Covers the practice and employees, if a vaccine is administered and there is an adverse reaction, provided the appropriate training and qualifications to administer the vaccine have been adhered to.



#### Medicare audits

Covers the practice up to \$100,000 for legal fees associated with responding to a Medicare Benefits Scheme audit.



#### Employment disputes

We will cover the practice for up to \$150,000 for legal fees associated with an employee dispute (including an employment contract).



#### Telehealth

Covers the practice for telehealth activities, including video conferencing and SMS, when providing healthcare services.

# Summary of policy features

## Part A – Civil liability

Covers your practice and employees when directly in connection with the provision of healthcare services. Cover can be up to \$20 million and is specified on your policy schedule, and includes cover for:

### Good samaritan acts

An act, error or omission in providing emergency first aid, even outside of working hours anywhere in the world.

### Breaches of privacy laws

Unintentional breaches of confidentiality and privacy laws.

### Consumer protection legislation breaches

Actual or alleged breaches of Commonwealth consumer protection legislation.

### Defamation

Claims arising out of unintentional defamation.

### Telehealth activities

Providing telehealth activities, including video conferencing.

### Intellectual property

Unintentional infringements of intellectual property rights.

### Actions of others

Liability in respect of the actions of a consultant, contractor, medical practitioner or any other person or entity that is not an insured under this policy.\*

### Vicarious liability of the practice

Any vicarious liability incurred by the practice, arising from the provision of healthcare services by an employee.

### Cover for innocent insureds

Cover for insureds who did not commit, contribute to, condone the act, or had no prior knowledge of the error or omission.

### My Health Record

Unintentional infringements of a third party's intellectual property rights arising from the use of My Health Record.

### Contractual liability

Claims in relation to contractual liability.#

### Advice on goods sold

Claims in relation to any negligent advice provided by your practice during the sale of any goods or products.

### Joint venture liability

The practice entities portion of joint venture liability where the joint venture was disclosed.

### Newly created or acquired subsidiary

Any newly created or acquired subsidiaries of your practice for any incidents that occur after creation or acquisition.<sup>5</sup>

### Former subsidiary

Any act, error or omission of a former subsidiary of the insured provided the acts, errors or omissions occurred prior to the date that the subsidiary ceased to be a subsidiary of the insured.<sup>+</sup>

### Employee dishonesty

Employee dishonesty when the practice did not commit or condone the act, error or omission or had no prior knowledge of the act, error or omission.<sup>^</sup>

### Participation in a clinical trial

The participation in a clinical trial, which arise out of or in connection with any healthcare provided by the practice and employees during phase III (three) or phase IV (four).

### Extended reporting period

A 60-day grace period after the policy expires to notify Avant of claims that occurred from healthcare provided during the period of insurance.

### Continuous cover

Failure to notify claims or incidents during the period of insurance if the insured remains continually insured with Avant.



**Avant Cyber Insurance** is an additional benefit for your practice when you hold an Avant Practice Medical Indemnity Policy. Cover is complimentary for all eligible practices for a limited time with no additional premium payable.\*\*

## Part B – Legal fees and other expenses

Covers your practice and employees for legal fees and other expenses directly in connection with the provision of healthcare services including cover for:

### Medicare Benefits Scheme audits – sub-limit \$150,000

Legal fees for an inquiry including alleged dishonest, fraudulent or criminal conduct in relation to the Medicare Benefits Scheme.

### Legal fees cover for inquiries – sub-limit \$500,000

Legal fees for an inquiry, inquest, investigation or complaint before a registration board, tribunal, complaints unit. Defending or responding to a criminal coronial inquiry or proceeding.

### Reporting a healthcare professional or incident – sub-limit \$250,000

Legal fees for an inquiry that results from reporting a healthcare professional or incident to a professional body, statutory body or health authority.

### Employee disputes – sub-limit \$150,000

Legal fees to defend a dispute with an employee that relates to a contract for services and includes complaints under discrimination laws.

### Tax audits – sub-limit \$50,000

Legal fees and accounting fees to respond to an audit of your practice by the Australian Taxation Office.

### Legal fees for commissions – sub-limit \$500,000

Legal fees where your business is required to attend or respond to a Royal Commission or other Commission of Inquiry.

### Court attendance costs – sub-limit \$30,000 (\$500 per insured person, per day)

The reasonable travel and accommodation costs your business incurs when you are compelled to attend court in connection with a claim.

### Public relations expenses – sub-limit \$50,000

The fees and costs of a public relations consultant to create a response to an event that has the potential to seriously damage the reputation of your business.

### Statutory liability – sub-limit \$500,000

The costs of defending a claim brought against your business for breaches of privacy, consumer protection, workplace health and safety or environmental laws.<sup>®</sup>

### Loss of documents

Costs to restore or replace documents which have been destroyed or damaged in certain circumstances.

### Sexual misconduct defence

The costs of defending a claim brought against your business in relation to the actual or alleged molestation or abuse of a person by an employee if you did not commit or condone the act, error or omission.<sup>^</sup>

## Part D – Public liability optional cover

Public liability covers the practice and employees (even while acting in their capacity as a medical practitioner) for legal defence costs and compensation amounts if the practice is found responsible for a death or injury, loss or damage of property, or economic loss resulting from their negligence. If you select the public liability optional cover, we may offer you a public liability limit of indemnity of up to \$20 million with a sub-limit \$100,000 for property in care, custody or control.

### Broad definition of insured person

Includes past, present and future principals, partners, directors, officers, employees, volunteers, students and spouses (cover does not extend to medical practitioners acting in their capacity as a medical practitioner – they are required to hold their own professional indemnity insurance). An employee means a person who is employed under a contract of service, but only in his or her capacity as an employee of the legal entity named in the policy schedule.

## Avant Practice Medical Indemnity Policy, gives you access to:



### Avant Law

Your practice will have the backing of Australia's largest specialist medico-legal health law firm.



### Avant Medico-legal Advisory Service

Advice when you need it most. You can call our dedicated Medico-legal Advisory Service team 24/7 in emergencies.



### Avant Risk Advisory Service

Minimise risk with advice on issues including communicating with patients, and privacy protocols within a practice.

A practice needs a  
team of people.  
**Make us part of  
your practice team.**

 **1800 128 268**

 **[avant.org.au/pmip](https://avant.org.au/pmip)**

Australian Capital Territory | New South Wales | Queensland  
South Australia | Tasmania | Victoria | Western Australia

\*This clause is subject to the insured complying with clause 8.9 (Requirements for insured persons and contractors). Does not operate to indemnify any such consultant, contractor, medical practitioner or any other person or entity that is not the insured. <sup>4</sup>Does not operate to indemnify any liability assumed by contract, waiver, guarantee or warranty, unless liability would have attached in the absence of such contract, waiver, guarantee or warranty. <sup>5</sup>Does not operate if the healthcare services of the subsidiary are different to those listed in the policy schedule, and if the subsidiary has had any paid claims associated with the provision of healthcare services in the last five years. This clause is also subject to the insured complying with clause 8.10 (Material change in risk). <sup>6</sup>Subject to the insured disclosing to us and we have agreed to cover the former subsidiary in writing. This clause does not operate if the healthcare services of the subsidiary are different to those listed in the policy schedule. <sup>7</sup>Does not operate to indemnify any insured who allegedly committed or condoned the act, error or omission. <sup>8</sup>Does not operate to indemnify the insured for the payment of any fine or civil penalty.

IMPORTANT: Practice Medical Indemnity Policy available from Avant Mutual Group Limited ABN 58 123 154 898 (Avant Mutual) are issued by Avant Insurance Limited, ABN 82 003 707 471, AFSL 238 765 (Avant). \*\*Avant Cyber Insurance cover is available up to 20/03/2022 to eligible Avant Practice Medical Indemnity Policy holders under a Group Policy between Liberty Mutual Insurance Company, ABN 61 086 083 605 (Liberty) and Avant. The information provided here is general advice only. You should consider the appropriateness of the advice having regard to your own objectives, financial situation and needs before deciding to purchase or continuing to hold a policy with us. For full details including the terms, conditions and exclusions that apply, please read and consider the policy wording, which is available at [avant.org.au](https://avant.org.au) or by contacting us on 1800 128 268. MJN-637 03/21 (DT-1802)