

Student Indemnity Insurance Policy

The booklet contains the Financial Services Guide and
Product Disclosure Statement



Avant Student and Intern/RMO1 Indemnity Insurance Policy Supplementary Financial Services Guide (FSG) and Product Disclosure Statement (PDS)

This supplementary document details amendments to the Avant Student Indemnity Insurance Policy version 4.0 and Avant Intern/RMO1 Indemnity Insurance Policy version 2.0. **Amendments effective 1 July 2020** are shown below.

Amendment to the Financial Services Guide:

Page 3 Avant Student Indemnity Insurance Policy 'What if You have a complaint'

Page 4 Avant Intern/RMO1 Indemnity Insurance Policy 'What if You have a complaint'

The text under the applicable heading above is replaced with:

Our dispute resolution process

If You have any complaints about the product or service provided to You, then You should inform Us immediately. Our service staff should be able to resolve the issues You raise satisfactorily. However, if the matter has not been resolved to Your satisfaction You may, under Our internal dispute resolution (IDR) process, forward a complaint to Us. A copy of our dispute resolution procedure can be obtained either from Our website or by contacting Us.

If Your complaint is not satisfactorily resolved or answered by Our IDR process You may refer the matter to the Australian Financial Complaints Authority (AFCA):

Website: afca.org.au
Email: info@afca.org.au
Telephone: 1800 931 678 (free call)
In writing to: Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001

Amendment to the Product Disclosure Statement

Page 7 Avant Intern/RMO1 Indemnity Insurance Policy 'Run-Off Cover Scheme (ROCS)'

The text under this heading is replaced with:

Government Run-off Cover Scheme (ROCS)

The Run-off Cover Scheme is run by the Commonwealth Government and provides free cover to eligible Medical Practitioners for Claims made against them after they cease practice. Medical indemnity insurers are required to give eligible practitioners ROCS cover on the same terms and conditions as the eligible practitioner's last medical indemnity cover held prior to becoming eligible for ROCS. The applicable policy version and the run-off period of cover will be noted on Your policy schedule.

All eligible Claims are administered by the insurer and reimbursed by the government's ROCS scheme. You become eligible for ROCS when You:

- permanently retire from private medical practice;
- are permanently disabled;
- have not engaged in private medical practice for the preceding three years (including if You are no longer in paid employment, are practising medicine solely in the public sector or are no longer practising medicine);
- are on maternity leave;
- die (Your estate may be eligible for ROCS); or
- leave Australia after working as a Medical Practitioner under an eligible temporary visa.

If You cease to be eligible (for example, if You resume private medical practice after maternity leave or retirement) You will not be covered under ROCS for Claims made against You or facts notified after You return to practice.

Run-off cover prior to eligibility for ROCS

If You cease practice in Australia but do not meet the eligibility criteria for ROCS, You can take out paid run-off cover for Your past practice, until You resume practice or become eligible for ROCS.

Run-off cover is available to practitioners who have been members of Avant or who had previously held professional indemnity insurance with Avant and:

- cease private practice; or
- cancel their professional indemnity insurance policy for any other reason; and
- do not meet the eligibility criteria for ROCS.

To apply for a policy, please contact us.

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Version 4.0, 1 January 2015

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Financial Services Guide

Who will provide the service?

This Financial Services Guide (FSG) is intended to assist You in deciding whether to obtain any of the financial services that Avant Insurance Limited ABN 82 003 707 471 and AFS Licence 238765 is authorised to provide or arrange under its AFS Licence.

When reading this FSG, Product Disclosure Statement (PDS) and the Policy some of the terms that We use have a special meaning. Those words begin with capital letters and their meanings are explained in the definitions section of the Policy.

Our contact details

Our contact details are as follows:

Avant Insurance Limited
 Level 28 HSBC Centre, 580 George Street Sydney NSW 2000
 PO Box 746, Queen Victoria Building NSW 1230
 DX 11583 Sydney Downtown
 Phone: Freecall 1800 128 268
 Fax: Freefax 1800 228 268
 Email: memberservices@avant.org.au
 Website: www.avant.org.au

How You can contact Us?

We will provide You with an application form that must be completed, signed and submitted to Us. Other communication with Us can be via telephone, facsimile transmission, mail or electronic-mail to the address which is listed above.

Why We provide You with an FSG

The FSG is designed to:

- ▶ assist You in understanding what You can expect when You contact Us regarding one of Our financial services;
- ▶ advise You about the remuneration We, Our staff and any other related persons receive in connection with the financial services We provide;
- ▶ describe how We deal with any complaints; and
- ▶ provide You with key contact details and information about how to lodge a complaint.

A copy of this FSG will generally be provided to You when We provide personal financial services to You or You obtain a financial product from Us.

What financial services do We offer?

We provide general insurance, life insurance and other insurance and related products.

We are an Australian Prudential Regulatory Authority (APRA) regulated insurer holding an Australian Financial Services Licence authorising Us to provide financial product advice in relation to, and deal in, general insurance and life risk insurance products. General insurance products are underwritten by Us. We provide these products and related services through Our trained employees and authorised representatives.

How We are remunerated

We charge premiums for the insurance products We provide.

We are paid a fee by Medicare Australia to reimburse the ongoing costs associated with administering medical indemnity support schemes on behalf of Medicare Australia and the Commonwealth Government. We receive a monthly management fee from other companies within the Avant Group.

We may receive referral fees or commissions from licensed brokers or other service providers with whom We may enter into an agreement to offer members other financial services.

Further details of fees or costs associated with the issue of Our products, if any, are contained in the PDS or the tax invoice.

How Our staff are remunerated

All staff employed by Us receive salaries. Our staff do not receive commissions. Some of Our staff may receive an incentive or bonus payment based on meeting business targets.

How other parties are remunerated

We are a wholly-owned subsidiary of Avant Mutual Group Limited ABN 58 123 154 898 (Avant) and may pay a member access fee to Avant. The payment of this fee does not affect the amount of any benefit under Our policies.

We may pay referral fees or commissions to licensed brokers, agents or other intermediaries with whom We may enter into an agreement to distribute Our products.

Related documents You may receive

You may also receive other documents when We provide You with financial services in relation to one or more of Our financial products.

General advice

In the ordinary course of Our business, We will only provide general financial product advice. Our staff do not take personal circumstances into consideration when providing general financial product advice. It is important for You to consider Your objectives, financial situation and needs before making a decision to hold a policy with Us.

Product disclosure statement

A PDS will be provided to You when We provide, arrange or issue a financial product (other than for wholesale products) to You. The PDS will contain information about the financial product, including its features, benefits, exclusions and any fees or costs associated with the product to enable You to make an informed decision about it. The PDS also contains information about the Premium Support Scheme (PSS). This government scheme helps eligible doctors with the costs of their medical indemnity insurance.

How is Your personal information dealt with?

For information about how We may deal with Your personal information, please refer to the 'Personal information and Your privacy' section of this PDS.

What if You have a complaint?

If You have any complaints about the product or service provided to You, then You should inform Us immediately. Our service staff should be able to resolve the issues You raise satisfactorily. However, if the matter has not been resolved to Your satisfaction You may, under Our internal dispute resolution (IDR) process, forward a complaint to Us. A copy of Our dispute resolution procedure can be obtained either from Our website or by contacting Us.

If Your complaint is not satisfactorily resolved or answered by Our IDR process You may refer the matter to the Financial Ombudsman Service (FOS). We are a member of the independent dispute resolutions service the FOS provides.

If You wish to make a complaint to the FOS please either contact Us or contact the FOS direct. The FOS' contact details are:

Telephone numbers:

Hotline:	1300 78 08 08
National Relay Service:	1800 555 677
Fax number:	03 9613 6399
Email:	info@fos.org.au
Web address:	http://www.fos.org.au
Mailing address:	GPO Box 3, MELBOURNE VIC 3001

Product Disclosure Statement

What is a Product Disclosure Statement?

This PDS will assist You in making an informed choice about whether this product meets Your insurance requirements.

You should read the Policy wording carefully, as it contains more detailed information about some of the matters referred to in this PDS.

Who is the insurer?

Avant Insurance Limited ABN 82 003 707 471 AFS Licence 238765 is the insurer and the issuer of this PDS and the Policy. Please refer to the FSG, which contains Our contact details.

What does the Policy cover?

Subject to the terms, definitions, exclusions, limitations and conditions contained in it, the Policy covers the following:

Subject to the terms, definitions, exclusions, limitations and conditions contained in it, the Policy covers the following:

Division 1	Unpaid Healthcare Professional indemnity insurance, including Legal Defence Costs, for certain specified Unpaid Healthcare activities
Division 2	Healthcare Professional indemnity insurance, including Legal Defence Costs, for Healthcare You provide while You are participating in an approved activity or program, including clinical and/or scholarship placements, which form part of Your medical course

Part B – Legal Fees and Expenses Cover

Division 1	Disciplinary, coronial and criminal proceedings and investigations
Division 2	Other actions, Complaints, proceedings and inquiries

Part C – Additional Cover

Division 1	Communicable disease cover
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Breaches of privacy

We cover You for amounts that You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You for an actual or alleged breach of privacy or confidentiality, where the act, error or omission occurred in connection with Healthcare or Unpaid Healthcare.

Cover outside of Australia

We cover You for amounts that You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You in relation to Healthcare or Unpaid Healthcare provided by You outside of Australia.

What We do not cover (Exclusions)

There are a number of situations in which We do not cover You. They are contained in the Policy under the headings 'Exclusions – Part A', 'Exclusions – Part B' and 'Exclusions – Part C' of the Policy. You should ensure that You fully understand these exclusions and if You do not please contact Us.

How much We will pay (Sum insured)

The sum insured is the maximum amount We will pay under this Policy for any Claim or Request for Indemnity and for all Claims and Requests for Indemnity in the Policy Period.

Some Claims and Requests for Indemnity are subject to a sub-limit. For these Claims and Requests for Indemnity, the sub-limit is the maximum amount We will pay.

The sum insured and sub-limits that apply are set out in this Policy or in Your Policy Schedule.

All Claims or Requests for Indemnity under this Policy which arise from, or are attributable to, a single act, error, omission or occurrence or series of similar or related single acts, errors, omissions or occurrences will be treated under this Policy as one Claim or Request for Indemnity.

Claims made cover

Part A of the Policy covers You for compensation Claims (including Legal Defence Costs) first made against You and which You notify to Us within the Policy Period where the Incident giving rise to the Claim occurred after the Retroactive Date.

Part B of the Policy provides Legal Fees and Expenses cover. Part B of the Policy requires that the matter or proceedings are commenced and notified to Us in the Policy Period.

This Policy does not provide cover in relation to:

- ▶ Claims against You arising from Incidents that occurred prior to the Retroactive Date; or

- ▶ Claims against You or Incidents notified to Us after the end of the Policy Period; or
- ▶ Claims made, threatened or intimidated against You prior to the Policy Period; or
- ▶ facts or circumstances of which You first became aware prior to the Policy Period, and which You knew or ought reasonably to have known had the potential to give rise to a Claim or Request for Indemnity under this Policy.

Notification of facts, which might give rise to a Claim

You must notify Us as soon as practicable of any Claim against You or Incident involving an error and You must also advise Us of any outcome which may lead to a Claim against You.

To the extent provided in section 40(3) of the *Insurance Contracts Act 1984 (Cth)* where You give notice to Us of facts that might give rise to a Claim as soon as was reasonably practicable after You become aware of those facts but before the Policy Period expires, You are covered for any Claim made against You arising from those facts even if it is not made against You until after the Policy Period has expired.

Continuous cover

We will cover You if You fail to tell Us about a Claim or Incident that You knew, or a reasonable person in Your position should reasonably have known might result in a Claim or allegation against You. To qualify for this cover You must have been continuously insured by Us from the date the Incident occurred to the date on which the Claim or Request for Indemnity is made. The Claim against You must be covered by the Policy and You must not have given notice under any other policy.

Retroactive cover

You may require retroactive cover if You have:

- ▶ had a claims made professional indemnity policy in the past; or
- ▶ had periods when You had no professional indemnity cover or were not indemnified by Your employer or a government indemnity scheme; or
- ▶ had no professional indemnity or insurance cover; or
- ▶ had periods when You did not have continuous professional indemnity insurance cover; or
- ▶ doubts about the adequacy of the insurance or indemnity cover You possess; or
- ▶ undertaken Unpaid Healthcare activities in the past.

We do not cover You for Claims or Incidents previously notified to another insurer or indemnity provider.

We do not cover You for Claims or Incidents that You declared, or should have declared, in Your application or renewal.

An offer of retroactive cover is made to You commencing from the Retroactive Date. This offer of retroactive cover is open for 28 days. The Retroactive Date which You have selected will cover You for all Your uncovered prior Incidents based on Your advice to Us. The terms of this offer of compulsory retroactive cover are the same as in Part A of the Policy and Your Policy Schedule. The Retroactive Date is the date after which an Incident must have occurred to constitute a valid Claim under Your Policy.

If You accept this offer of retroactive cover, then such cover will be provided to You automatically when We issue or renew Your Policy. Claims made cover only provides protection if You are a policyholder both at the time the Incident occurs and when the Claim or Incident is first notified. Practitioners changing insurers should either purchase retroactive cover from their new insurer or purchase run-off indemnity insurance from their previous insurer.

If You have any queries in relation to Your retroactive cover it is important that You contact Us. You should be aware that the risk of not having retroactive cover for all Your prior uncovered Incidents is that You may be uninsured for Incidents occurring before the start of Your Policy Period.

Run-Off Cover

As long as You remain a member of Avant, You will continue to be indemnified under the terms and conditions of this policy for Incidents that occurred during the Policy Period for a maximum of three years. We offer free membership and insurance while You are a Medical Student, and We will automatically renew this Policy.

If You choose not to accept Our automatic renewal of Your membership and insurance, or You do not continue Your membership and insurance, You will not be covered for any Claims or Incidents notified after this Policy expires.

Applying for Your Policy

To apply for a policy, You can complete an online application or complete the policy application form available on Our website at www.avant.org.au or from Our Member Services team on 1800 128 268. Completed application forms and correspondence should then be returned to Us.

Renewing Your Policy

Your renewal pack will be sent to You prior to the expiry of Your Policy Period.

When You receive Your renewal pack it is important for You to review the details to ensure that they are correct and to determine if there is anything You need to do in order to renew Your Policy. In the event Your circumstances have changed, You have a duty of disclosure and need to notify Us. If You do not receive a renewal pack at least 14 days prior to the date when Your Policy is due to expire, You need to contact Us, as Your Policy will expire at the end of the Policy Period.

Making changes to Your Policy

You must notify Us if:

- ▶ Your personal details change; or
- ▶ You cease to be an enrolled Medical Student; or
- ▶ You undertake voluntary clinical observations not considered part of Your university degree and/or scholarship placement; or
- ▶ You require change to Your cover; or
- ▶ You do not receive a renewal pack; or
- ▶ Your registration changes or ceases (including if there are any changes, or additions, to any condition on Your registration).

You must notify Us as soon as practicable. If You fail to do so, We may refuse Your Claim or Request for Indemnity, reduce Our liability in respect of a Claim or Request for Indemnity or cancel Your Policy. You can notify Us by contacting Our Member Services team on 1800 128 268. If We require You to give Us notification in writing We will inform You once You contact Us.

Please refer to the 'Your duty of disclosure' section of this PDS for full details of Your duty of disclosure.

How much will the Policy cost?

The Policy is offered free of charge to enrolled Medical Students who are members of Avant.

For details of how We make payments following a Claim or Request for Indemnity, see Our "Guide to Premiums and Claim Payments Guide" which is available at www.avant.org.au. You may request a copy of this Guide free of charge by contacting Us.

Your Policy

When We accept Your application, We will issue You with a Policy. The Policy comprises this PDS (and the documents that form part of it) and any supplementary PDS We have provided to You the Policy Wording and Your Policy Schedule.

Each of these documents is sent to You with this PDS. If You require a further copy of any of these documents at any time, please contact Us and We will provide You with a copy free of charge.

You must read each of these important documents carefully and keep them together in a safe place.

Your Policy Schedule

Your Policy Schedule is Our confirmation to You that We have accepted Your insurance application. It sets out any special conditions which may apply to You and Your Policy Period, personal details, sums insured, sub-limits and Deductibles. It will also set out the date Your retroactive cover begins. If special modifications are required to Your Policy We may issue an endorsement. Please check Your Policy Schedule to ensure that all the details are correct and that You have the insurance cover You require.

Your Policy begins on the date specified in Your Policy Schedule. Your Policy ends on the date specified in Your Policy Schedule, or on the date Your Policy is cancelled.

Deductibles

Your Deductible, if any, is the amount that You must bear at Your own risk in relation to any cover under Your Policy. The Deductibles that apply will be set out in this PDS or in Your Policy Schedule. One or more Deductibles may apply. In the event that We elect to pay all or part of a Deductible on Your behalf in respect of any cover under the Policy, You are obliged to reimburse Us within 14 days of a request for reimbursement.

Cancellation of Your Policy

You may cancel this Policy at any time by notice in writing. As there is no premium payable for this Policy, no refund will be available.

We may cancel this Policy at any time by giving You no less than 14 days' notice in writing if You are in breach of any of the conditions of this Policy, or for any other reason available to Us under the *Insurance Contracts Act 1984 (Cth)*.

Cooling off period

Please read the documents that make up Your Policy carefully. If You decide that Your Policy does not meet Your requirements, You can cancel it by notifying Us by post or electronically within 14 days, starting at the end of the fifth day after the day on which the Policy was issued or sold to You.

However, Your cancellation rights do not apply if, during the cooling off period under Your Policy, You:

- ▶ have made a Request for Indemnity under the Policy; or
- ▶ notified Us of a Claim or Incident.

Special conditions

Special conditions may be applied to Your Policy. If so, such special conditions will be set out in Your Policy Schedule We provide You. These conditions may relate to, but are not limited to, Healthcare or Incidents that We may not cover, extensions of cover or Deductibles which may apply to Your cover.

Your duty of disclosure

Under the *Insurance Contracts Act 1984 (Cth)*, before You enter into a contract of insurance with Us You have a duty to disclose every matter that You know, or could reasonably be expected to know, that is relevant to Our decision to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend or vary Your insurance Policy with Us and a continuing obligation of disclosure whilst the Policy is in force.

Disclosure is not limited to matters applying to You under Your insurance contract with Us, but includes other past businesses or private insurances. However, You do not have to tell Us about:

- ▶ a matter that diminishes the risk undertaken by Us; or
- ▶ a matter that is considered to be common knowledge; or
- ▶ facts that We know or should know in the ordinary course of Our business; or
- ▶ matters that We tell You We do not need to know.

If in doubt You should disclose a matter to Us.

Non-disclosure

If You fail to comply with Your duty of disclosure, depending on the prejudice caused by Your failure to comply, We may:

- ▶ reject Your Request for Indemnity; or
- ▶ reduce Our liability in respect of a Claim, Complaint or matter; or
- ▶ cancel Your Policy.

If Your non-disclosure is fraudulent, We may avoid the Policy entirely (that is, We may treat the Policy as never being of any force or effect).

Personal information and Your privacy

We may require You to provide certain personal information to determine Your eligibility for membership of Avant, for insurance and for the provision of ongoing services. When You provide Your personal information, You acknowledge and consent to Us and other companies in the Avant Group using Your information in accordance with this privacy statement and Our privacy policy.

Purpose of collection

We collect personal information from You, and as necessary from third parties, in relation to the products and services We provide. Where necessary We also collect personal information relating to patients or other persons. We will use Your personal information in accordance with Our privacy policy and the *Privacy Act 1988 (Cth)*, such as for the purpose for which it was collected, to provide You with products and services, and for marketing purposes.

Accessing, updating and complaints about personal information

We will take reasonable steps to ensure that the information We hold about You is accurate, complete and up-to-date. For access to personal information We hold about You, if You believe that the information We have about You is not accurate, complete or up-to-date, or if You have a complaint about the privacy of Your personal information, We ask that You contact Us.

Disclosure

We may share Your personal information with other companies in the Avant Group. We may also need to disclose Your personal information to third parties including Our distributors, agents and brokers, other insurers and reinsurers, solicitors, actuaries, regulatory bodies, tribunals, courts of law, hospitals, doctors and other ancillary providers, debt collection agents, those involved in managing corporate risk or strategies, and outside contractors.

We will ensure that all Your personal information collected by Us is treated in accordance with the *Privacy Act 1988 (Cth)* and Our privacy policy. Our privacy policy is posted on Our website at www.avant.org.au. You can request a printed copy of Our privacy policy by contacting Us.

Our dispute resolution process

Please refer to the FSG which contains details of how You can make a complaint about the products or services provided to You.

Financial Claims Scheme

This Policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA).

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

Information about the FCS can be obtained from APRA at www.fcs.gov.au. or by calling 1300 55 88 49.

Policy Wording

Sum Insured

The maximum sum insured under this Policy for any one Claim and for all Claims in the aggregate in any Policy Period is \$20 million. This includes Legal Defence Costs. This sum insured is subject to sub-limits as set out below:

Part A – Professional Indemnity Insurance Cover	Amount in the aggregate for any one Claim and all Claims in any one year
Maximum sum insured for Claims including Legal Defence Costs incurred with Our consent and any claimant’s legal costs that You have been ordered to pay	\$20 million for Medical Students
Part B – Legal Fees and Expenses Cover	Amount in the aggregate for any one Request for Indemnity and all Requests for Indemnity in any one year
	Sub-limits
Division 1 – Cover for disciplinary, coronial and criminal proceedings and investigations	\$500,000
Division 2 – Cover for other actions, Complaints, proceedings and inquiries	\$150,000
The sub-limit set out below is in addition to the sum insured in Part A and Part B.	
Part C – Additional Cover	Amount in the aggregate for any one Request for Indemnity and all Requests for Indemnity in any one year
Communicable disease cover	\$75,000

Introduction

We will cover You in accordance with the definitions, terms, conditions, sum insured, sub-limits of indemnity, Deductibles, exclusions and endorsements, if any, of this Policy.

Some of the words used in this Policy are specially defined. These words begin with capital letters and their meanings are explained in the definitions section. The headings used in the Policy are included solely for reference and do not in any way amend the terms and conditions of the Policy.

We have relied on information provided by You in the application form and other forms of disclosure in determining whether to enter into this contract of insurance and on what terms. If this information is incorrect, We may be able to reject a Claim or Request for Indemnity, reduce Our liability under the Policy or void this Policy from inception.

How much We will pay

- The most We will pay for any one Claim or Request for Indemnity under this Policy, and in the aggregate for all Claims and requests for indemnity during the Policy Period is the sum insured. In the event You have cover under Part C, the sub-limit that applies to that cover is in addition to the sum insured.
- Any sub-limit that applies to a cover is the most We will pay against that cover for any one Claim or Request for Indemnity and in the aggregate for all Claims or Requests for Indemnity during the Policy Period and in such cases the sub-limit applies in place of the sum insured. Any sub-limit will be specified in the Policy Schedule or within the clause providing cover.
- The sum insured and any sub-limit are exclusive of the Deductible.
- The sum insured and any sub-limit are inclusive of Legal Defence Costs.
- Nothing in this Policy operates to increase the sum insured or any sub-limit.
- All Claims or requests for indemnity under this Policy, which arise from, or are attributable to, a single act, error, omission or occurrence or series of similar or related single acts, errors, omissions or occurrences, will be treated under this Policy as one Claim or one Request for Indemnity.

Part A

Professional Indemnity Insurance Cover

Part A of the Policy provides professional indemnity insurance cover. You are automatically covered for Part A Division 1 and Division 2.

1. Division 1 – Unpaid Healthcare

We cover You for amounts which You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You in the Policy Period in relation to Unpaid Healthcare.

2. Division 2 – Healthcare

We cover You for amounts which You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You in the Policy Period in relation to Healthcare provided by You as a Medical Student whilst You are participating in an approved activity or program, including clinical and/or scholarship placements, which form part of Your medical course, subject to You being supervised by a Medical Practitioner at the time of the Incident.

3. Automatic extensions – Part A

3.1 Breaches of privacy

We cover You for amounts that You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You in the Policy Period for actual or alleged breaches of privacy or confidentiality, where the act, error or omission occurred in connection with the provision of Healthcare or Unpaid Healthcare.

3.2 Cover outside of Australia

We cover You for amounts that You become legally liable to pay as compensation for civil liability including Legal Defence Costs in respect of Claims made against You in the Policy Period in relation to Healthcare or Unpaid Healthcare provided by You outside of Australia, or in relation to court or other proceedings that are brought or held outside of Australia, where:

- (a) the act was a Good Samaritan Act, for which You are covered worldwide; or
- (b) the Claim was not a result of Healthcare or Unpaid Healthcare provided by You in the United States of America ('the USA'); or involving proceedings brought in a court or tribunal of the USA, or any court or tribunal which is applying the law of the USA.

3.3 Continuous cover

Notwithstanding clause 4.15, We will cover You where:

- (a) You failed to tell Us about an Incident which You knew about or a person in Your position should reasonably have known might result in a Claim or Request for Indemnity; and
- (b) We were the professional indemnity insurer of You at the time You first knew or ought to have known of the Incident; and
- (c) We continued without interruption to be the professional indemnity insurer of You from the time You knew or ought to have known of the Incident to the date of actual notification to Us; and

(d) the Incident is notified to Us by You under this Policy and the Incident is covered under this Policy; and

(e) had We been notified by You of the Incident when You first knew of it, You would have been covered under the policy in force at that time; and

(f) the Incident has not been previously notified to Us.

Our liability under this automatic extension for any one occurrence and in the aggregate for all Claims under this extension shall not exceed the lesser of the sum insured under this Policy, or the sum insured under the previous policy under which the Incident should have been notified.

We may reduce Our liability to the extent of any prejudice We may suffer in connection with Your failure to notify Us as soon as practicable after You first knew of the Claim or circumstance.

4. Exclusions – Part A

There is no cover under Part A of the Policy for any Claim or Legal Defence Costs, which arise out of or in connection with:

4.1 Indemnified Healthcare or Unpaid Healthcare

Any Healthcare or Unpaid Healthcare for which You are entitled to be indemnified by Your university, a hospital, area health service or government scheme or under another policy of professional indemnity insurance.

4.2 Public Patients

Any Healthcare or Unpaid Healthcare involving Public Patients.

4.3 Breach of registration or lack of qualifications

any Healthcare or Unpaid Healthcare You provide:

- (a) which was provided when You were not registered as a Medical Student and You were required to be so registered; or
- (b) which is in breach of terms, conditions, undertakings or limitations on Your registration as a Medical Student; or
- (c) where You have not completed the recognised training for or lack the qualifications to provide such Healthcare.

4.4 Legal costs incurred without consent

any legal costs and other costs that We do not incur on Your behalf or that are incurred by You without Our prior written consent.

4.5 Before Retroactive Date

healthcare or Unpaid Healthcare provided before the Retroactive Date.

4.6 Sexual, bullying or discriminatory conduct

sexual harassment, sexual misconduct or any form of bullying or discriminatory conduct.

- 4.7 Public liability**
the ownership, use or occupation or state of premises, or the contents of such premises or anything done or omitted to be done in respect of the state of any premises owned, leased or occupied by You or the contents of such premises.
- 4.8 Property damage**
Any physical loss of or damage to property, including loss of use of property.
- 4.9 Fines, penalties or punitive damages**
Any punitive, aggravated or exemplary damages, fines or civil penalties.
- 4.10 Contractual liability**
Any Claim under a contract, other than a contract to provide Healthcare or Unpaid Healthcare, except to the extent that liability would have attached in the absence of such a contract.
- 4.11 Outside terms of university course**
healthcare or Unpaid Healthcare (except for Good Samaritan Acts) that is outside of the terms and guidelines of Your university course or placement.
- 4.12 Outside of Australia**
any Healthcare or Unpaid Healthcare provided by You outside Australia, or court or other proceedings that are brought or held outside Australia, except as provided by clause 3.2.
- 4.13 Other Healthcare Professional**
any Healthcare provided by another Healthcare Professional, or any Claims made against You as a result of any association or arrangement You have with another Healthcare Professional.
- 4.14 Product liability**
the design, manufacture, distribution, promotion or sale of any goods or products.
- 4.15 Prior or pending Claim or circumstances**
any Claim or circumstances, except as provided by clause 3.3, which:
(a) You knew about or a person in Your position ought reasonably have thought might result in a Claim or allegation being made against You; or
(b) You notified Us, or failed to notify Us, of before the Policy Period commenced; or
(c) You notified or ought reasonably to have notified to another insurer before the Policy Period commenced.
- 4.16 Intoxication**
the provision of any Healthcare or Unpaid Healthcare while You are under the influence of an intoxicant, narcotic or other drugs affecting or which may affect neuro-cognitive competence.
- 4.17 Transmission of contagious disease**
the transmission of a contagious disease or virus by You if You knew or should reasonably have known or suspected that You were carrying the disease or virus.
- 4.18 War or terrorism**
any liability, loss, damage or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any of the following:
(a) act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense; or
(b) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war; or
(c) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
This exclusion does not apply to a Claim which arises from the treatment of a person or persons affected by any act of war or terrorism.
- 4.19 Criminal or dishonest act**
any criminal or dishonest act or omission or deliberate or wilful breach of any statute contract or duty of care by You.
- 4.20 Radioactive materials**
radioactive materials of any type except when used in the ordinary course of radiotherapy, radiology or nuclear medicine.
- 4.21 Inappropriate practices**
You engaging in inappropriate practice within the meaning of the *Health Insurance Act 1973 (Cth)*.
- 4.22 Capacity as director, trustee or manager**
Your duties or liability as a past or current director, secretary, officer, principal, committee member, manager, trustee, auditor, receiver, treasurer, liquidator, or employee of a body corporate or association.
- 4.23 Asbestos, pollution or intellectual property**
asbestos or pollution or the infringement of any type of intellectual property.
- 4.24 Defamation**
defamation.
- 4.25 Unsupervised Healthcare**
Healthcare You provide where You were not supervised by a Medical Practitioner at the time of the Incident.
- 4.26 Representing yourself as a Medical Practitioner**
Healthcare You provide where You represent yourself or hold yourself out as a Medical Practitioner.

Part B

Legal Fees and Expenses Cover

You are automatically covered under Part B for Legal Fees and that We incur with the Lawyer or Other Person up to the sub-limits specified in Your Policy Schedule for the defence or pursuit of matters arising from Healthcare or Unpaid Healthcare provided by You as a Medical Student set out in Divisions 1 and 2 of Part B when the matter or proceedings are commenced and notified to Us in the Policy Period.

5. Division 1 – Cover for disciplinary, coronial and criminal proceedings and investigations

We cover Legal Fees and Expenses that We incur with the Lawyer or Other Person in relation to:

- (a) defending a prosecution, responding to a commission, inquiry, inquest, investigation or Complaint brought by or before a registration board, tribunal or complaints unit; or
- (b) defending or responding to a criminal inquiry, investigation or proceeding; or
- (c) a coronial inquiry or inquest,

arising from the provision of Healthcare or Unpaid Healthcare by You and commenced and notified to Us in the Policy Period.

We will also cover You for any legal costs You may be ordered to pay by a court or tribunal in relation to the above matters.

6. Division 2 – Cover for other actions, Complaints, proceedings and inquiries

We cover Legal Fees and Expenses that We incur with the Lawyer or Other Person in relation to any of the following actions, Complaints, proceedings and inquiries arising from Healthcare or Unpaid Healthcare provided by You and commenced and notified to Us in the Policy Period:

6.1 Motor licence defence

defending a prosecution for a motor vehicle driving offence which arises out of or is incidental to the provision of Healthcare or Unpaid Healthcare where, if convicted, You may lose Your driving licence or Your driving licence may be suspended.

6.2 Reporting a Healthcare Professional or incident defence

defending a Complaint (including an allegation of defamation) involving reporting a Healthcare Professional or an incident to a hospital, area health service or registration body where You were acting in good faith and in the public interest or You were required to do so by law.

6.3 Personal safety pursuit or defence

pursuing or defending a Complaint arising in relation to a patient or former patient which relates to or affects the personal safety of You and/or Your family.

6.4 Indemnity dispute pursuit

pursuing indemnity from another insurer, Your university, medical college or government scheme in respect of any fact, matter or circumstance which could lead to a Claim or Request for Indemnity, if that body or insurer has declined to assist You despite an arrangement or agreement to cover You in the event of a Claim or matter.

6.5 Appeal pursuit or defence

defending or pursuing an appeal from a judgment in proceedings where cover is provided in Divisions 1 or 2 of Part B where We consider that the appeal has merit and reasonable prospects of success.

7. Automatic extensions – Part B

7.1 Legal Fees and Expenses cover outside of Australia

We cover Legal Fees and Expenses that We incur for You in respect of matters covered by clause 5 that are brought or held outside of Australia where:

- (a) the act was a Good Samaritan Act, for which You are covered worldwide; or
- (b) the Complaint was not a result of Healthcare or Unpaid Healthcare provided by You in the United States of America ('the USA'); or involving proceedings brought in a court or tribunal of the USA, or any court or tribunal which is applying the law of the USA.

7.2 Continuous cover

Notwithstanding clause 8.8, We will cover You where:

- (a) You failed to tell Us about an Incident which You knew about or a person in Your position ought reasonably to have thought might result in a Claim or Request for Indemnity; and
- (b) We were the professional indemnity insurer of You at the time You first knew or ought to have known of the Incident; and
- (c) We continued without interruption to be the professional indemnity insurer of You from the time You knew or ought to have known of the Incident to the date of actual notification to Us; and
- (d) the Incident is notified to Us by You under this Policy and the Incident is covered under this Policy; and
- (e) had We been notified by You of the Incident when You first knew of it, You would have been covered under the policy in force at that time; and
- (f) the Incident has not been previously notified to Us.

Our liability under this automatic extension for any one occurrence and in the aggregate for all Requests for Indemnity under this extension shall not exceed the lesser of the sum insured under this Policy or the sum insured under the previous policy under which the Incident should have been notified. We may reduce Our liability to the extent of any prejudice We may suffer in connection with Your failure to notify Us as soon as practicable after You first knew of the Incident.

8. Exclusions – Part B

There is no cover under Part B of this Policy for any Complaint or matter which arises out of or is in connection with:

8.1 Legal costs incurred without consent

any Legal Fees and Expenses and related expenses We do not incur on Your behalf or that are incurred by You without Our prior written consent.

8.2 Recovery of money

any action in relation to the recovery of money.

8.3 Dispute with university

any dispute with a university or disciplinary action taken by a university.

8.4 Criminal act

a criminal act once You have been found guilty or admitted guilt to a court in a criminal prosecution, but this exclusion does not apply to:

- (a) sentencing; or
- (b) any other claim under Part B Division 1.

8.5 Outside of Australia

any Complaint, hearing or matter that is made or conducted outside of Australia, except as provided by clause 7.1.

8.6 Breach of registration

any Complaint, hearing or matter where You were:

- (a) in breach of terms or conditions on Your registration as a Medical Student; or
- (b) in breach of any undertaking or limitation on Your registration as a Medical Student.

8.7 Outside Policy Period

any Complaint, hearing or matter that is first notified to Us outside of the Policy Period.

8.8 Prior or pending circumstances

any circumstances which might give rise to a Complaint, hearing or matter that You knew about or a person in Your position ought reasonably have thought might result in a Complaint or allegation being made against You which You failed to tell Us about prior to the commencement of this Policy, except as provided by clause 7.2.

8.9 Fines, penalties or compensation

any compensation, damages (including punitive, aggravated or exemplary), fines or civil penalties or repayment or reimbursement to Medicare Australia.

8.10 Asbestos, pollution or intellectual property

a Complaint, hearing or matter that is based on an allegation of loss or damage arising from any of the following:

- (a) asbestos; or
- (b) pollution; or
- (c) infringement of any type of intellectual property.

8.11 Collusion

Complaint, hearing or matter that You solicit or that results from Your collusion with someone else.

8.12 Capacity as director, trustee or manager

Your liability in Your capacity as a past or current director, secretary, officer, principal, committee member, manager, trustee, auditor, receiver, treasurer, liquidator, or employee of a body corporate or association.

8.13 Personal injury or property damage

a Complaint, hearing or matter in respect of any type of personal injury (including assault, detention, eviction, prosecution and humiliation) or property damage (including any consequential loss of any kind).

8.14 Public liability

the ownership, use or state of premises or the contents of such premises, or anything done or omitted to be done in respect of the state of any premises or their contents owned, leased or occupied by You.

8.15 Unregistered practise

a Complaint, hearing or matter in respect of any Healthcare or Unpaid Healthcare which is performed when You were not registered as a Medical Student and You were required to be so registered.

8.16 Not directly related to You being a Medical Student

a Complaint, hearing or matter that is not directly related to the provision of Healthcare or Unpaid Healthcare by You as a Medical Student.

Part C

Additional Cover

You are automatically covered for Part C Division 1. Cover under Part C is subject to the maximum sum insured specified in Your Policy Schedule.

9. Division 1 – Communicable disease cover

We will pay You the amount specified as the sum insured for communicable disease cover in Your Policy Schedule or communicable disease if, as a result of Your first being diagnosed with HIV, Hepatitis B or Hepatitis C during the Policy Period You:

- (a) undergo substantial training or retraining to enable You to continue to practise medicine; or
- (b) choose to retrain in an unrelated field.

You must notify Us of Your diagnosis in writing during the Policy Period. If We pay a Request for Indemnity under this cover, Your communicable disease cover will cease and will not be renewed. We will not provide communicable disease cover to You at any time in the future.

10. Exclusions – Part C

There is no cover under Part C of this Policy for or arising out of:

10.1 Communicable disease when cover commenced

a communicable disease that You had at the time that cover would otherwise commence, that You knew or ought reasonably to have known or suspected that You had.

10.2 Communicable disease diagnosed within 3 months

a communicable disease where You are diagnosed with the disease within 3 months of the date of this cover first commencing.

Conduct of Claims and Requests for Indemnity

11.1 No admission

You must not make any admission, offer or compromise in relation to any Claim or Request for Indemnity covered by this Policy without Our prior written consent.

11.2 You must notify Us of a Claim or Incident

11.2.1 You must notify Us in writing as soon as practicable of any Claim or Incident, including, but not limited to, an Incident in respect of which:

- (a) a patient suffers a major complication; or
- (b) there is an error made in providing Healthcare causing harm; or
- (c) an adverse outcome results in significant anger in Your patient or their family; or
- (d) You receive a letter from a solicitor indicating dissatisfaction or requesting a patient record; or
- (e) You are concerned that an Incident has occurred which You think may lead to a Claim or Request for Indemnity.

11.2.2 If You do not notify Us of a Claim or Incident as soon as practicable, You may not be covered under this Policy and Your right to indemnity may be prejudiced.

11.2.3 To report a Claim or Incident You must notify Us in writing to:
Avant Insurance Limited
PO Box 746 Queen Victoria Building NSW 1230

11.2.4 Your notification must include Your details, the details of the Claim or Incident, including the date of the Incident, the patient's name and the details of any Claim or Incident.

11.3 Other things of which You must notify Us

11.3.1 You must notify Us in writing as soon as practicable of any civil or criminal action, prosecution, inquiry, inquest, investigation or Complaint, judgment or appeal brought or made by a registration board, tribunal, complaints unit, criminal court, civil court or coronial court directly relating to Your practice as a Medical Student.

11.3.2 If You do not notify Us of the matters set out in clause 11.3.1 above as soon as practicable, You may not be covered under the Policy and Your right to indemnity may be prejudiced.

11.4 Conduct of Claims or requests for indemnity

11.4.1 You agree that We have the conduct of a Claim or Request for Indemnity covered under this Policy including its investigation, pursuit, defence, avoidance, reduction or settlement and We may do so in Your name.

11.4.2 We may defend or settle a Claim, Complaint or matter as We think fit.

11.4.3 You may defend any Claim or Request for Indemnity which We believe should be settled but We will not pay any more in relation to that Claim or Request for Indemnity than We would have been required to pay if it had been settled or resolved as We believed it could or should have been.

11.5 We will appoint the Lawyer or Other Person

11.5.1 We will appoint the Lawyer or Other Person to provide services to Us for the benefit of You. When We appoint the Lawyer or Other Person, We do so in Our own capacity and not as agent for You.

11.5.2 The Lawyer or Other Person appointed by Us supplies services to Us and not to You for the purposes of the Goods and Services Tax (GST). We are entitled to claim a GST input tax credit on services supplied by the Lawyer or the Other Person.

11.6 The Lawyer's or Other Person's account

The Lawyer or Other Person will provide Us with an account for fees, charges, expenses and disbursements reasonably incurred. We will pay the account subject to the limit of Our liability set out in the Policy Schedule and subject to reimbursement by You to Us within 14 days of a request for all or any part of any Deductible under the Policy. In the event that You fail to reimburse Us within 14 days of a request for all or any part of the Deductible, the amount due will become a debt due and payable by You to Us.

11.7 We do not accept responsibility for the Lawyer or Other Person

We do not accept any responsibility for anything done or not done by the Lawyer or Other Person. He or she is not Our agent or employee. We make no representation of any kind about the Lawyer's or Other Person's ability.

11.8 You must cooperate

- 11.8.1 You must cooperate with the Lawyer or Other Person in resolving the Claim or Request for Indemnity in a satisfactory, timely and cost-effective way. In particular, You must:
- (a) give Us and the Lawyer a full and truthful account of the relevant facts;
 - (b) give Us and the Lawyer any relevant information or documents in Your possession that he or she asks for;
 - (c) obtain any other relevant information or documents that You can;
 - (d) execute any documents We or the Lawyer reasonably ask You to; and
 - (e) attend any meetings We or the Lawyer reasonably ask You to.
- 11.8.2 You agree at Your expense to give Us, the Lawyer or Other Person all information, documents and assistance We reasonably require and co-operate fully with Us, the Lawyer or Other Person.
- 11.8.3 You further agree to waive any claim for legal professional privilege or confidentiality to the extent only that the privilege or confidentiality would otherwise prevent the Lawyer from disclosing information to Us. The Lawyer will keep Us properly informed on all relevant matters.

11.9 We are not liable if You do not cooperate with Us and the Lawyer

We will not be liable for Legal Fees and Expenses if:

- (a) You do not give Us or the Lawyer adequate instructions; or
- (b) You do not follow the advice of the Lawyer; or
- (c) You cause a delay which, in Our or the Lawyer's reasonable opinion, prejudices the outcome of the case.

11.10 You must be reasonable in relation to settlement

Notwithstanding clause 11.4.2 You must not act unreasonably in rejecting a settlement, compromise or an offer of settlement, which We or the Lawyer recommend to You.

11.11 Defending a Request for Indemnity that We want to settle

- 11.11.1 We may decide not to incur any further Legal Fees and Expenses for pursuing, defending or responding to a Request for Indemnity under Part B if We believe that there are no reasonable grounds for pursuing, defending or responding to the Complaint, matter or prosecution or there are no reasonable prospects of success if We do. We will take account of the Lawyer's advice in making that decision. If We do that, We will tell You in writing. We will pay the Legal Fees and Expenses incurred prior to the date on which We write to You telling You of Our decision.
- 11.11.2 You may continue pursuing, defending or responding to the Complaint, matter or prosecution. If We subsequently decide to assist You We will appoint the Lawyer to act on Our behalf. After We cease paying the Legal Fees and Expenses, We will only pay You thereafter for Legal Fees and Expenses (not including the GST component if You are registered for GST) that You have incurred if You are successful in pursuing, defending or responding to a Complaint, matter or prosecution.

11.12 Appeals

- 11.12.1 If You are dissatisfied with any decision by a court or other decision making body and You seek to appeal against that decision, You must seek Our consent to the appeal within 14 days after the date of the decision, or such shorter period as may be reasonable having regard to the time limit for an appeal.
- 11.12.2 The application must be in writing and must fully set out the reasons for bringing an appeal. We will inform You in writing if We consent to the appeal.
- 11.12.3 If We do not consent to the bringing of an appeal, You may conduct the appeal at Your own expense.
- 11.12.4 If We decide to appeal against any decision made in a Claim or Request for Indemnity then You must reasonably co-operate with Us in the bringing of such an appeal.

11.13 Claims acceptance

The acceptance of a Claim or Request for Indemnity by Us under this Policy can be subsequently withdrawn if facts come to Our attention that trigger or satisfy a Policy exclusion, or the Policy does not cover the Claim or Request for Indemnity.

Conditions

These conditions apply to Parts A, B and C of this Policy except where otherwise stated in these conditions.

12.1 Loss prevention and mitigation

You must not do anything recklessly or wilfully that might give rise to a Claim or Request for Indemnity. You must take all reasonable steps to avoid or reduce the chance of any Claim or Request for Indemnity and to mitigate the cost or other adverse impact of any Claim or Request for Indemnity. You must not do, or fail to do anything which You know or should reasonably be expected to know will result in any Claim or Request for Indemnity.

12.2 Subrogation and other insurance

12.2.1 If We make a payment or incur legal costs and expenses under this Policy We are subrogated to all Your rights of contribution, indemnity or recovery without the need for Your consent.

You agree not to surrender any right to, or settle any claim for, contribution, indemnity or recovery without Our prior written consent.

12.2.2 You must tell Us in writing when making a Request for Indemnity if You have any other insurance policies or entitlement to indemnity which may also cover You in respect of anything covered by this Policy.

12.2.3 To the extent allowed by law, We will not pay under this Policy any part of a liability in relation to which You are entitled to be indemnified under another policy of insurance.

12.3 Fraud

We may reject any fraudulent Claim or Request for Indemnity or any part of a Claim or Request for Indemnity that is fraudulent or is supported by fraudulent, untrue or exaggerated evidence. We may also recover from You any payments that have been made by Us to a third party based on any fraudulent Claim or Request for Indemnity.

12.4 Change in registration status

You must tell Us as soon as practicable in any event within 14 days if You are no longer registered as a Medical Student or if Your registration status as a Medical Student has been changed or You have had conditions or restrictions imposed on Your registration as a Medical Student or such conditions or restrictions are changed or You receive notice that any registration authority intends to change them.

12.5 Payment of Deductible

The following conditions apply to the payment of the Deductible set out in any endorsement in Your Policy Schedule:

(a) You shall bear the amount of the Deductible at Your own risk;

(b) where We have paid all or any part of any Deductible on Your behalf You must reimburse Us all or any part of the Deductible You owe within 14 days from the date We request payment from You;

(c) in the event that You fail to reimburse Us in response to a request under (b) above, the sum requested will, at the expiration of 14 days after the request, become a debt due and payable by You to Us; and

(d) in the event that You fail to reimburse Us in response to a request under (b) above, and if such failure leads to a failure of settlement and to an increase in costs or liability, Our liability under the Policy will not exceed the amount for which the Claim or matter could have been settled up to the date of Your failure or refusal to reimburse all or part of the Deductible.

12.6 Cancellation

12.6.1 You may cancel this Policy at any time by notice in writing.

12.6.2 We may cancel this Policy by giving You 14 days' notice in writing:

- (a) if You are in breach of any of the conditions of this Policy; or
- (b) for any other reason available to Us under the *Insurance Contracts Act 1984 (Cth)*.

12.6.3 If We give notice to cancel the Policy then We must give that notice to You personally, or send it to You by certified mail at the last address of which You notified Us. Unless You prove otherwise, You will be deemed to have received the notice when it would have arrived in the ordinary course of the post.

12.7 Governing Law

12.7.1 Any interpretation of this Policy relating to its construction, validity or operation shall be made in accordance with the laws of the Australian state or territory in which it is issued. The parties to this Policy will submit to the exclusive jurisdiction of the courts of that state or territory in which the Policy is issued.

12.8 Currency

All limits, Deductibles and other amounts under this Policy are expressed and payable in Australian currency.

12.9 GST

The limit of sum insured and sub-limits are GST exclusive.

Definitions

<p>13.1 Avant Group Avant Mutual Group Limited (ABN 58 123 154 898) and its related bodies corporate (as defined in the <i>Corporations Act 2001 (Cth)</i> from time to time.</p> <p>13.2 Claim A demand for or an assertion of a right to compensation or damages or an intimation of an intention to seek compensation or damages in relation to an Incident which: (a) is first made against You during the Policy Period; and (b) You tell Us about in writing during the Policy Period.</p> <p>13.3 Complaint An allegation of unlawful or actionable conduct, misconduct, unsatisfactory conduct or inappropriate practice.</p> <p>13.4 Deductible The Deductible is the sum specified in an endorsement on Your Policy Schedule which You must pay before there is any cover under this Policy.</p> <p>13.5 Good Samaritan Act A healthcare act that is provided by You in coming to the aid of a person in an emergency or accident that is necessary to stabilise that person's medical condition or to prepare that person for transfer, without expectation of payment or other consideration.</p> <p>13.6 Healthcare Means: (a) any care, treatment, advice, service or goods provided by You as a Medical Student in respect of the physical or mental health of a patient; (b) You giving a presentation or address or the publication of an article written by You in a newspaper, newsletter or journal to the extent that it provides medical information or medical advice.</p> <p>13.7 Healthcare Professional A person who provides Healthcare. The person must be either: (a) a Medical Practitioner; or (b) a Health Practitioner; or (c) any person who is practising in a recognised healthcare vocation in Australia where he or she is not required to be registered.</p> <p>13.8 Health Practitioner A person, other than a Medical Practitioner, who practises a healthcare related vocation and is registered under the laws of the Commonwealth or a State or Territory of Australia to practise that vocation.</p>	<p>13.9 Incident Any act, error, omission or circumstance in relation to the provision of Healthcare or Unpaid Healthcare that may give rise to a Claim or Request for Indemnity under this Policy.</p> <p>13.10 Lawyer The legal practitioner or Other Person contracted by Us to provide legal services to Us in relation to the Policy.</p> <p>13.11 Legal Defence Costs The necessary and reasonable costs of investigating, defending or settling a Claim made against You and covered by this Policy.</p> <p>13.12 Legal Fees and Expenses The necessary and reasonable fees and expenses incurred in the defence, pursuit, conduct of or response to matters covered by Part B of this Policy.</p> <p>13.13 Medical Practitioner A person registered as a Medical Practitioner under the laws of the Commonwealth or a State or Territory of Australia that provides for the registration of Medical Practitioners.</p> <p>13.14 Medical Student A Medical Student enrolled in their initial medical course in a Faculty of Medicine in a University within Australia or in a clinical training institution accredited by the Australian Medical Council. A Medical Student excludes an individual who is entitled to be registered as a Medical Practitioner, but who is not so registered.</p> <p>13.15 Other Person An accountant, an actuary, an expert witness, a witness as to fact, or any Other Person required to assist Us in any matter covered under this Policy.</p> <p>13.16 Policy This Student Indemnity Insurance Policy and any documents that form part of it.</p> <p>13.17 Policy Period The period of cover specified in Your current Policy Schedule.</p> <p>13.18 Policy Schedule The current schedule to this Policy.</p> <p>13.19 Public Patient A person to whom a hospital or area health service has agreed to provide medical care, including medical, nursing and diagnostic services.</p> <p>13.20 Request for Indemnity Any request by You for indemnity under this Policy in relation to a matter or Claim that is covered under this Policy including a request for Legal Fees and Expenses cover or cover under the optional covers.</p>
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13.21 Retroactive Date

The date specified in Your Policy Schedule as the Retroactive Date. There may be more than one Retroactive Date. The Retroactive Date is the date after which an Incident must have occurred to constitute a valid Claim under Your Policy.

13.22 Unpaid Healthcare

Any care, treatment, advice, service or goods provided by You in respect of the physical or mental health of a patient and which is:

- (a) a Good Samaritan Act; or
- (b) provided by You as a Medical Student whilst You are participating in a voluntary clinical placement in Australia and subject to You being supervised by a Medical Practitioner at that time.

13.23 Us, We, Our

Avant Insurance Limited ABN 82 003 707 471 and AFS Licence 238765.

13.24 You, Your

The Medical Student named as the insured on the Policy Schedule.

Contact us

Australian Capital Territory office

Unit 10, George Turner House, 11 McKay Gardens
Turner ACT 2612
Telephone 03 9026 5961
Fax 03 8673 5015

New South Wales office

Level 6, Darling Park 3, 201 Sussex Street
Sydney NSW 2000
PO Box 746, Queen Victoria Building NSW 1230
Telephone 02 9260 9000 Fax 02 9261 2921

Queensland office

Level 18, 345 Queen Street
Brisbane QLD 4000
GPO Box 5252, Brisbane QLD 4001
Telephone 07 3309 6800 Fax 07 3309 6850

South Australia office

Level 1, 195 Melbourne Street
North Adelaide SA 5006
PO Box 1263, Adelaide SA 5001
Telephone 08 7071 9800 Fax 08 7071 5250

Tasmania office

Suite 4, 147 Davey Street
Hobart TAS 7000
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Victoria office

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Melbourne VIC 3000
GPO Box 1606, Melbourne VIC 3001
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Western Australia office

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West Perth WA 6005
PO Box 950, West Perth WA 6872
Telephone 08 6189 5700 Fax 08 6189 5713

 1800 128 268  avant.org.au

Avant Insurance Limited ABN 82 003 707 471 AFSL 238 765
A subsidiary of Avant Mutual Group Limited ABN 58 123 154 898

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