2009/2010 Categories of Insurance

Medical Indemnity Insurance and Membership

MIGA

The Medical Insurance Group

Applies 1 July 2009

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In this Guide

APRA means the Australian Prudential Regulation Authority

Actual Income, Estimated Income, Gross Income and **Gross Indemnity Costs** have the meanings set out in Sections 10 and 12

Category means your practice category, as set out in the relevant Section of this Guide

ERB means Extended Reporting Benefits

FSG means Financial Services Guide

Insured has the same meaning as in the Policy

IRM Program means Interactive Risk Management Program

MDASA means Medical Defence Association of South Australia Limited

MDO means medical defence organisation

Medical Insurance Australia means Medical Insurance Australia Pty Ltd

Medical Student means a student registered in an approved course of medical study in a medical school or university in Australia

MIGA means Medical Insurance Group Australia which comprises MDASA and Medical Insurance Australia

MISS means the Medical Indemnity Subsidy Scheme

PDS means Product Disclosure Statement

Policy means the Medical Indemnity Insurance Policy that is issued to you by Medical Insurance Australia

Policy Period means the period of insurance noted on your Policy Schedule

Policy Schedule means the document issued by us to you confirming details of your insurance arrangements for the Policy Period

PSS means the Premium Support Scheme

ROCS means the Run-off Cover Indemnity Scheme

Session has the meaning set out in Section 10

SMO means a Salaried Medical Officer

us, our or **we** means MIGA

you, your or yourself means an individual who is a member of MDASA and has medical indemnity insurance with Medical Insurance Australia

MIGA is committed to service and has voluntarily adopted the general insurance industry 2005 Code of Practice

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Important Notices

a) Notice to the Proposed Insured

Your duty of disclosure

Before you enter into a contract of general insurance with an insurer you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter which you know, or could reasonably be expected to know, is relevant to the insurer's decision whether 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, vary or reinstate a contract of insurance.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer
- that is common knowledge
- that the insurer knows or, in the ordinary course of business as an insurer, ought to know
- as to which compliance with your duty is waived by the insurer.

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Comment

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (e.g. claims, whether founded or unfounded), or to the magnitude of the risk, is of the utmost importance with this type of insurance. It is better to err on the side of caution by disclosing anything which might conceivably influence the insurer's consideration of your proposal.

b) Claims made insurance

The Policy offered by MIGA is on a claims made basis. This means the Policy will respond to claims made against you and notified to us in writing during the Policy Period, subject to the Policy terms and conditions.

The Policy will not provide cover in relation to:

- events that occurred prior to the retroactive date specified on the Policy Schedule
- claims first made against you or claims first notified to MIGA after the expiry of the Policy Period even though the event giving rise to the claim may have occurred during the Policy Period
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy or indemnity arrangement
- claims made, threatened or intimated against you prior to the commencement of the Policy Period
- 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 under the Policy
- claims arising out of circumstances noted on the Change of Details Form for the current Policy Period or on any previous Application or Renewal Form
- any matter contained in the Policy exclusions.

However, where you give notice in writing to us of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the Policy Period, the Policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the Policy Period.

c) Retroactive date

The policy does not provide any indemnity in relation to any claims or circumstances that occurred prior to the claims made retroactive date currently agreed with MIGA.

See Section 13 of the Guide for further details.

d) Privacy

The information you provide in your Change of Details Form or Application Form will be used by MIGA to determine the terms and conditions on which it may offer to renew or provide you with insurance and membership. MIGA may provide your personal information to its related bodies corporate and to third parties including your insurance agent and broker, insurers, reinsurers, reinsurance brokers, lawyers, actuaries, auditors and medical boards in Australia and overseas. MIGA may also provide information about the currency of your medical indemnity insurance to any health care provider from which you seek admitting rights or to which you apply for work. If you are an employee (or you are contracted to provide medical services), MIGA may also provide information to your employer about your claims and circumstances history where you have authorized your employer to receive such information. MIGA is required under the terms of the Medical Indemnity Act 2002 to provide to Medicare Australia upon request any information that you provide, including information in your Change of Details Form or Application Form that may be relevant to determining an entitlement to an indemnity or subsidy scheme payment under that legislation. If you refuse to provide information required by MIGA, or fail to provide accurate information, or refuse the use or disclosure of information, this may compromise your entitlement to services from, and cover under current or future insurance contracts issued by, MIGA. In most circumstances you can access the information which MIGA holds about you but sometimes there will be reasons why that access is not possible, in which case you will be told why.

Introduction

a) Purpose of this Guide

The purpose of this Guide is to assist you in selecting a Category. The Category you select determines among other things, the nature and extent of healthcare treatment, advice and services covered by your Policy.

Within this Guide we have summarised important information for you to note in relation to your insurance and membership for the period 1 July 2009 to 30 June 2010.

b) Selecting the right Category

This Guide provides information on:

- Issues you should consider in selecting your Category
- The activities/procedures covered within selected Categories
- Some exclusions which apply to specific Categories.

Cover under your medical indemnity insurance is dependent on the Category you select. It is important you select the Category that most accurately describes your specific area of practice.

In selecting your Category you should take into account:

- Whether or not you are practising
- The nature of work you undertake (or have undertaken)
- Your qualifications as registered with the relevant Medical Board
- Whether you are indemnified by your employer for your work (ie Employer Indemnified)
- Whether you require cover for prescription writing, referrals, ordering pathology, Good Samaritan Acts and/or Gratuitous Advice (if you are no longer practising).

You will need to advise us if you practise in more than one Category.

The Categories are divided into the following groupings:

- Specialist
- General Practice
- Cosmetic Medical Practice
- Employer Indemnified
- Intern
- Other Practice
- Retired, Retired Compound Life Member and Temporarily Non Practising.

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Section 2 Choosing your Category

Your medical indemnity insurance with MIGA will record a Category that identifies your qualifications and/or the nature of the work you undertake.

A range of Categories are available for this purpose as detailed in the tables on pages 6 and 7.

If you are unclear which Category to select please contact our Client Services Department.

Choose your area of practice from Column 1 and select the nature of your work and cover from Column 2. Column 3 indicates which section of this Guide contains more information to help you select your Category.

(Column 1) **Area of Practice** *Choose one of the following:*		(Column 2) **Nature of Practice** *Choose one of the following:*	(Column 3) **More detail**
Specialist			
Allergy	Occupational Medicine	• Specialist in Private Practice	Section 3
Anaesthesia	Oncology		
Cardiac Thoracic Surgery	Ophthalmology – Non Procedural – Office Practice Only	or	
Cardiology – Non Interventional	Ophthalmology – Procedural		
Cardiology – Interventional	Ophthalmology – Cosmetic		
Cytology	Orthopaedic Surgery	• Employer Indemnified Staff Specialist with no or limited Private Practice up to $5,000 Gross Income per annum. **Includes** cover for Good Samaritan Acts, Gratuitous Advice and private prescription writing **Claims arising out of Cosmetics, Neurosurgery and Obstetrics are excluded**	Section 6
Dermatology	Otolaryngology Head and Neck Surgery – excluding Cosmetic		
Dermatology Cosmetic	Otolaryngology Head and Neck Surgery – including Cosmetic		
Emergency Medicine	Paediatric Medicine – excluding Neonatal Intensive Care		
Endocrinology	Paediatric Surgery		
Endocrine Surgery	Palliative Care		
Gastroenterology – Non Procedural	Pathology and/or Laboratory Haematology		
Gastroenterology – Procedural	Pharmacology		
General Medicine	Plastic, Reconstructive and/or Cosmetic Surgery		
General Surgery	Psychiatry	or	
General Surgery – Cosmetic	Public Health and Preventative Medicine		
Genetics	Radiation Oncology	• Employer Indemnified Staff Specialist – Medical Board/Tribunal cover only. **Excludes** cover for Good Samaritan Acts, Gratuitous Advice and private prescription writing	Section 6
Geriatric Medicine	Radiology		
Gynaecology	Rehabilitation Medicine		
Haematology	Respiratory Medicine		
Immunology	Rheumatology		
Infectious Diseases	Sports Medicine		
Intensive Care – excluding Neonatal	Surgical Specialties – Office Practice Only	or	
Maxillo-facial Surgery – excluding Cosmetic	Urology	• Registrar undertaking Specialist training in Private Practice (ie outside the public hospital system)	Section 8
Neonatal Intensive Care	Vascular Surgery		
Nephrology			
Neurology			
Neurosurgery			
Nuclear Medicine			
Obstetrics and Gynaecology			

(Column 1) **Area of Practice** *Choose one of the following:*	(Column 2) **Nature of Practice** *Choose one of the following (if applicable):*	(Column 3) **More detail**
General Practice		
General Practice	• Non Procedural • Procedural • Rural Private Only (SA Only) • Rural Public & Private (SA Only)	Section 4
GP Obstetrics	• Metropolitan Area (Any State) • Rural (Other than SA) • Rural Private Only (SA Only) • Rural Public & Private (SA Only)	Section 4
GP Registrar	• Non Procedural/Procedural • Procedural including Obstetrics	Section 4
Cosmetic Medical Practice		
Cosmetic Medicine	• Level A • Level B	Section 5
Cosmetic Surgery	• Level C • Level D	Section 5
Employer Indemnified (Non Specialist)		
Salaried Medical Officer	• Employer Indemnified with Private Practice up to $50,000 Gross Income per annum. **Claims arising out of Cosmetics, Neurosurgery and Obstetrics are excluded**	Section 6
	• Employer Indemnified with no or limited Private Practice up to $10,000 Gross Income per annum, **includes** cover for Good Samaritan Acts, Gratuitous Advice and private prescription writing. **Claims arising out of Cosmetics, Neurosurgery and Obstetrics are excluded**	Section 6
	• Employer Indemnified – Medical Board/Tribunal cover only, **excludes** cover for Good Samaritan Acts, Gratuitous Advice and private prescription writing	Section 6
	• Employer Indemnified Intern	Section 7
Salaried Medical Officer – Private Sector	• Employer Indemnified – **includes** cover for Medical Board/Tribunal, Good Samaritan Acts and Gratuitous Advice	Section 6
Other Practice		
Medical Officer at private and/or public hospital	• not Employer Indemnified	Section 8
Surgical Assistance	• Specialist • Other	Section 8
Medical Administrator	• Not Employer Indemnified	Section 8
Medical Academic	• Not Employer Indemnified	Section 8
Medical Reporting and Assessment	• No clinical practice	Section 8
Non Clinical	• Prescriptions Plus	Section 8
Retired/Compound Life Member/Temporarily Non Practising (Suspended)		
Retired	• Prescriptions Plus • Good Samaritan Acts and Gratuitous Advice Only • No Insurance Required	Section 9
Compound Life Member	• Prescriptions Plus • Good Samaritan Acts and Gratuitous Advice Only • No Insurance Required	Section 9
Temporarily Non Practising (Suspended)	• Prescriptions Plus • Good Samaritan Acts and Gratuitous Advice Only • No Insurance Required	Section 9

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a) Introduction

There are a range of Categories for Specialists and they are listed in the following tables.

The Category you select should best reflect your qualifications and/or the nature of the work you undertake.

If you:

- practise in more than one Category; or
- are performing procedures not normally associated with your Category

please provide us with the details and we will assess your circumstances individually.

If you undertake or intend to undertake any cosmetic procedures you will need to be in a Category that provides cover for such cosmetic procedures. Please refer to the cosmetic procedure definition (Note 2).

Notes

In considering your Category please note the following:

1. You are not covered under Section 1 or Section 2 of the Policy for matters that arise from practice undertaken under a Rights of Private Practice Agreement
2. **Cosmetic procedure** means any procedure directed towards the preservation, correction or improvement of appearance and/or where there are no underlying medical, clinical or pathological reasons for undertaking such procedures
3. **Liposuction** of more than 500mls of aspirate in total must be performed in an accredited day surgery or operating theatre (refer page 12)
4. **No cover is provided for fat transfers to breasts.**

b) Specialist Category listing

Category	Includes	Excludes
Allergy	All activities and procedures normally undertaken by an Allergist which you are appropriately trained, qualified and accredited to undertake	
Anaesthesia	All activities and procedures normally undertaken by an Anaesthetist which you are appropriately trained, qualified and accredited to undertake	
Cardiac Thoracic Surgery	All activities and procedures normally undertaken by a Cardio Thoracic Surgeon which you are appropriately trained, qualified and accredited to undertake	
Cardiology – Non Interventional	All activities and procedures normally undertaken by a Non Interventional Cardiologist which you are appropriately trained, qualified and accredited to undertake including: • Cardiography • Cardioversion • Cardiac ultrasound • Stress testing – with available resuscitation support	Procedures listed in Cardiology – Interventional
Cardiology – Interventional	All activities and procedures normally undertaken by an Interventional Cardiologist which you are appropriately trained, qualified and accredited to undertake including: • Angiograms • Angioplasty • Electrophysiology studies • Insertion of pacemakers **Plus** activities listed under Cardiology – Non Interventional	
Cytology	All activities and procedures normally undertaken by a Cytologist which you are appropriately trained, qualified and accredited to undertake	
Dermatology (continues on next page)	All activities and procedures normally undertaken by a Dermatologist which you are appropriately trained, qualified and accredited to undertake including: • Botulinum toxin injections and dermal fillers • Chemical peels – superficial epidermal only, such as glycocholic acid peels • Laser therapy, excluding laser resurfacing • MOHS surgery • Microsclerotherapy for facial lesions • Sclerotherapy	Procedures listed in Dermatology Cosmetic

Category	Includes	Excludes
Dermatology Cosmetic (refer Notes on page 8)	All activities and procedures normally undertaken by a Cosmetic Dermatologist which you are appropriately trained, qualified and accredited to undertake including: • Dermabrasion • Grafts • Laser resurfacing • Liposuction • Major flaps • Medium and deep chemical peels (dermal peels using agents such as phenol and trichloroacetic acid) **Plus** activities listed under Dermatology	
Emergency Medicine	All activities and procedures normally undertaken by an Emergency Medicine Physician which you are appropriately trained, qualified and accredited to undertake	
Endocrinology	All activities and procedures normally undertaken by an Endocrinologist which you are appropriately trained, qualified and accredited to undertake	
Endocrine Surgery	All activities and procedures normally undertaken by an Endocrine Surgeon which you are appropriately trained, qualified and accredited to undertake	
Gastroenterology – Non Procedural	All activities and procedures normally undertaken by a Non Procedural Gastroenterologist which you are appropriately trained, qualified and accredited to undertake	
Gastroenterology – Procedural	All activities and procedures normally undertaken by a Procedural Gastroenterologist which you are appropriately trained, qualified and accredited to undertake	
General Medicine	All activities and procedures normally undertaken by a General Physician which you are appropriately trained, qualified and accredited to undertake	
General Surgery	All activities and procedures normally undertaken by a General Surgeon which you are appropriately trained, qualified and accredited to undertake including: • Breast reconstruction following cancer surgery	Plastic and cosmetic procedures as defined under Note 2 on page 8.
General Surgery – Cosmetic (refer Notes on page 8)	All activities and procedures normally undertaken by a Cosmetic General Surgeon which you are appropriately trained, qualified and accredited to undertake including: • Abdominoplasty • Blepharoplasty • Cosmetic rhinoplasty • Dermabrasion • Dermal fillers • Face lift • Hair transplantation procedures • Labiaplasty • Laser resurfacing • Liposuction/lipoplasty • Mammoplasty – reduction/augmentation • Maxillo-facial surgery • Medium and deep chemical peels – dermal peels using agents such as phenol and trichloroacetic acid • Meloplasty • Otoplasty • Penile extension/thickening	
Genetics	All activities and procedures normally undertaken by a Geneticist which you are appropriately trained, qualified and accredited to undertake	
Geriatric Medicine	All activities and procedures normally undertaken by a Geriatrician which you are appropriately trained, qualified and accredited to undertake	

(continues on next page)

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b) Specialist Category listing – continued

Category	Includes	Excludes
Gynaecology	All activities and procedures normally undertaken by a Gynaecologist which you are appropriately trained, qualified and accredited to undertake If you undertake the following procedures: • Amniocentesis • CVS • Ultrasounds for the detection of foetal abnormalities and they represent more than 50% of your Gross Income, please indicate in the Additional Information Section of the Change of Details or Application Form.	
Haematology	All activities and procedures normally undertaken by a Haematologist which you are appropriately trained, qualified and accredited to undertake	
Immunology	All activities and procedures normally undertaken by an Immunologist which you are appropriately trained, qualified and accredited to undertake	
Infectious Diseases	All activities and procedures normally undertaken by an Infectious Diseases Physician which you are appropriately trained, qualified and accredited to undertake	
Intensive Care – excluding Neonatal	All activities and procedures normally undertaken by an Intensivist which you are appropriately trained, qualified and accredited to undertake	Neonatal Intensive Care
Maxillo-facial Surgery – excluding Cosmetic	All activities and procedures normally undertaken by a Maxillo-facial Surgeon which you are appropriately trained, qualified and accredited to undertake	Cosmetic procedures as defined under Note 2 on page 8
Neonatal Intensive Care	All activities and procedures normally undertaken by a Neonatal Intensivist which you are appropriately trained, qualified and accredited to undertake	
Nephrology	All activities and procedures normally undertaken by a Nephrologist which you are appropriately trained, qualified and accredited to undertake	
Neurology	All activities and procedures normally undertaken by a Neurologist which you are appropriately trained, qualified and accredited to undertake	
Neurosurgery	All activities and procedures normally undertaken by a Neurosurgeon which you are appropriately trained, qualified and accredited to undertake	
Nuclear Medicine	All activities and procedures normally undertaken by a Nuclear Medicine Physician which you are appropriately trained, qualified and accredited to undertake	
Obstetrics and Gynaecology	All activities and procedures normally undertaken by an Obstetrician which you are appropriately trained, qualified and accredited to undertake including: • Cordocentesis • Decompression of foetal abdominal cavities • Foetal blood transfusions	
Occupational Medicine	All activities and procedures normally undertaken by an Occupational Medicine Physician which you are appropriately trained, qualified and accredited to undertake	
Oncology	All activities and procedures normally undertaken by an Oncologist which you are appropriately trained, qualified and accredited to undertake	
Ophthalmology – Non Procedural – Office Practice Only (continues on next page)	This Category is for Non Procedural Ophthalmologists who only perform the following activities: • Cautery/removal of cysts of the eyelids • Electrolysis of lash follicles • Incision and curettage of tarsal cysts • Laser capsulotomy • Laser iridotomy • Laser retinal photocoagulation (other than photodynamic therapy with Vertoporfin) • Laser trabeculoplasty • Lavage (syringing, probing) of tear passages • Pterygium and removal of corneal or scleral foreign bodies • Punctum snip	

Category	Includes	Excludes
Ophthalmology – Procedural	All activities and procedures normally undertaken by an Ophthalmologist which you are appropriately trained, qualified and accredited to undertake including: • Laser surgery for refractive error subject to income from such procedures **not exceeding 50%** of annual Gross Income	Cosmetic procedures as defined under Note 2 on page 8
Ophthalmology – Cosmetic (refer Notes on page 8)	All activities and procedures normally undertaken by an Ophthalmologist which you are appropriately trained, qualified and accredited to undertake including: • Cosmetic procedures • Laser surgery for refractive error **exceeding 50%** of annual Gross Income	
Orthopaedic Surgery	All activities and procedures normally undertaken by an Orthopaedic Surgeon which you are appropriately trained, qualified and accredited to undertake	
Otolaryngology Head and Neck Surgery – excluding Cosmetic	All activities and procedures normally undertaken by an Otolaryngology Head and Neck Surgeon which you are appropriately trained, qualified and accredited to undertake	Cosmetic procedures as defined under Note 2 on page 8
Otolaryngology Head and Neck Surgery – including Cosmetic (refer Notes on page 8)	All activities and procedures normally undertaken by a Cosmetic Otolaryngology Head and Neck Surgeon which you are appropriately trained, qualified and accredited to undertake including Cosmetic procedures	
Paediatric Medicine – excluding Neonatal Intensive Care	All activities and procedures normally undertaken by a Paediatrician which you are appropriately trained, qualified and accredited to undertake	Neonatal Intensive Care
Paediatric Surgery	All activities and procedures normally undertaken by a Paediatric Surgeon which you are appropriately trained, qualified and accredited to undertake	
Palliative Care	All activities and procedures normally undertaken by a Palliative Care Physician which you are appropriately trained, qualified and accredited to undertake	
Pathology and/or Laboratory Haematology	All activities and procedures normally undertaken by a Pathologist and/or Laboratory Haematologist which you are appropriately trained, qualified and accredited to undertake	
Pharmacology	All activities and procedures normally undertaken by a Pharmacologist which you are appropriately trained, qualified and accredited to undertake	
Plastic, Reconstructive and/or Cosmetic Surgery (refer Notes on page 8)	All activities and procedures normally undertaken by a Plastic, Reconstructive and/or Cosmetic Surgeon which you are appropriately trained, qualified and accredited to undertake including: • Abdominoplasty • Blepharoplasty • Cosmetic rhinoplasty • Dermabrasion • Dermal fillers • Face lift • Hair transplantation procedures • Labiaplasty • Laser resurfacing • Liposuction/lipoplasty • Mammoplasty – reduction/augmentation • Maxillo-facial surgery • Medium and deep chemical peels – dermal peels using agents such as phenol and trichloroacetic acid • Meloplasty • Otoplasty • Penile extension/thickening	
Psychiatry	All activities and procedures normally undertaken by a Psychiatrist which you are appropriately trained, qualified and accredited to undertake	
Public Health and Preventative Medicine	All activities and procedures normally undertaken by a Public Health and Preventative Medicine Physician which you are appropriately trained, qualified and accredited to undertake	

(continues on next page)

b) Specialist Category listing – continued

Category	Includes	Excludes
Radiation Oncology	All activities and procedures normally undertaken by a Radiation Oncologist which you are appropriately trained, qualified and accredited to undertake	
Radiology	All activities and procedures normally undertaken by a Radiologist which you are appropriately trained, qualified and accredited to undertake including: • Up to 3 employed medical technologists (eg radiographers, sonographers etc) per Radiologist If the number of employed medical technologists exceeds 3 full time equivalent staff per Radiologist, then advise us in the Additional Information Section of the Change of Details or Application Form	
Rehabilitation Medicine	All activities and procedures normally undertaken by a Rehabilitation Medicine Physician which you are appropriately trained, qualified and accredited to undertake	
Respiratory Medicine	All activities and procedures normally undertaken by a Respiratory Physician which you are appropriately trained, qualified and accredited to undertake	
Rheumatology	All activities and procedures normally undertaken by a Rheumatologist which you are appropriately trained, qualified and accredited to undertake	
Sports Medicine	All activities and procedures normally undertaken by a Sports Medicine Specialist which you are appropriately trained, qualified and accredited to undertake	
Surgical Specialties – Office Practice Only	This Category is for Surgeons who do not perform any surgery but are still practising as a consulting Specialist	
Urology	All activities and procedures normally undertaken by a Urologist which you are appropriately trained, qualified and accredited to undertake	
Vascular Surgery	All activities and procedures normally undertaken by a Vascular Surgeon which you are appropriately trained, qualified and accredited to undertake	

c) Special Condition – Liposuction

If you undertake liposuction procedures you must be insured in one of the following Specialist Categories:

- Dermatology Cosmetic
- General Surgery – Cosmetic, or
- Plastic, Reconstructive and/or Cosmetic Surgery.

It is also important you note the following conditions that apply to liposuction procedures::

- No cover is provided for claims arising out of liposuction procedures of over 500mls of aspirate in total performed in a non-accredited day surgery or operating theatre
- If you require insurance for liposuction of more than 500mls of aspirate in total, where the procedure **will not** be undertaken in an accredited day surgery or operating theatre, the following special conditions apply:
  - you need to confirm in writing to us prior to renewal on 30 June 2009 that you will commit to your day surgery achieving accreditation within the next 12 months, and
  - a loading will apply to your insurance premium for the 2009/2010 year
- If you have an extension in the 2008/2009 Policy Period for undertaking liposuction procedures of more than 500mls of aspirate in total in a non-accredited day surgery or operating theatre, you must confirm in writing to us that accreditation has been (or will be) achieved, in accordance with the terms and conditions of your specific extension, but in any case, no later than 30 June 2009
  - If accreditation has not been achieved by this date, then no cover is provided for liposuction procedures of more than 500mls of aspirate in total undertaken in a non-accredited day surgery or operating theatre on or after 1 July 2009
  - Run-off cover will be provided in this situation for claims made on or after 1 July 2009 that relate to liposuction procedures of more than 500mls of aspirate in total undertaken in a non-accredited day surgery or operating theatre prior to 1 July 2009 and after your retroactive date
  - No further extensions will be granted to allow more time for accreditation other than in exceptional circumstances..

a) Introduction

There are a range of Categories for General Practitioners as follows:

- General Practice
  - Non Procedural
  - Procedural
  - Rural Private Only (SA Only)
  - Rural Public & Private (SA Only)
- GP Obstetrics
  - Metropolitan Area (Any State)
  - Rural (Other than SA)
  - Rural Private Only (SA Only)
  - Rural Public & Private (SA Only)
- GP Registrar
  - Non Procedural/Procedural
  - Procedural including Obstetrics

The Category you select should best reflect your qualifications and/or the nature of the work you undertake.

If your work is not that of a General Practitioner as outlined in one of the categories for General Practitioners and/or your Gross Income is not predominantly derived from traditional General Practice, you need to select an alternative Category applicable to the work you are undertaking.

Notes

1. **The above Categories do not cover cosmetic procedures as these are covered in the group of Categories called Cosmetic Medical Practice (refer Section 5)**
2. **Cosmetic procedure** means any procedure directed towards the preservation, correction or improvement of appearance and/or where there are no underlying medical, clinical or pathological reasons for undertaking such procedures.

If you require cover as a GP in rural South Australia for the treatment of public patients, it is important you select one of the two Categories that cover this. If you do not select a Category that covers you for treatment of public patients, you will not be insured for claims arising out of treatment of public patients.

If you undertake a particular clinical activity and it is not clear if it is a procedural or non procedural activity or which Category will apply, please contact us for clarification.

b) Category listing

Category	Includes	Excludes
GP Non Procedural	Cover is included for non procedural activities normally undertaken by GPs including: • Accident and emergency treatment in hospitals • Acupuncture and laser acupuncture • Allergy testing – Desensitisation • Anaesthesia – Local anaesthesia only including digital block and ankle block (no other forms of anaesthesia or sedation for procedures) • Aspiration of blood • Blood transfusions • Cryotherapy for treatment of superficial skin lesions • Dislocated joints requiring immediate treatment in surgery setting • Exercise ECG with appropriate resuscitation and back up facilities • Flaps – Small local flaps and grafts excluding hair transplant flaps • Genital warts removal • Haemorrhoid treatments – Banding, injections and ligation • Hormonal implants • Hypnotherapy • Immunisation • Implanon – Insertion and removal, provided you have completed a training course which was run or approved by the manufacturer Organon and you adhere to the RACGP Guidelines (checklist and consent form) for insertion and removal of Implanon • Impotence treatments – Assessment, intra-cavenosal injections • Intra articular steroid injection • Intravenous injection and venipuncture • IUCD insertion – Provided you have completed a training program comprising theoretical, clinical and practical components, which is accredited by the RACGP for QA & CPD • IUCD removal • Low level hospital admissions • Lumbar puncture – Where not used as part of epidural, myelogram or cytoxis • Obstetrics Shared Care (including Ante-natal Care) – As per Shared Care Guidelines (refer pages 15 and 16) • Orthopaedics – Fractures requiring no reduction or anaesthesia • Own simple limb x-rays – excluding hips and shoulders • Pathology – Desktop only (continues on next page)	• GP Procedural • GP Obstetrics • Laparoscopic procedures • Cosmetic Medical Practice

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b) Category listing – continued

Category	Includes	Excludes
GP Non Procedural (continued)	• Photodynamic therapy (PDT) • Post mortems • Post-operative gastric laparoscopic band adjustments • Prescribing of 'Morning After' pill • Removal of foreign bodies from eye under local anaesthesia • Removal of sebaceous cysts • Removal of small skin lesions • Repair of superficial skin lacerations with closure by primary suture • Rigid sigmoidoscopy without biopsy • Skin grafts – Split skin and full thickness less than 3 centimetres • Sporting team/events coverage • Suprapubic bladder tap • Surgical assistance • TENS treatment – Electrical nerve stimulator • Wedge resection of toe nail, excluding complete ablation of the nail bed	• GP Procedural • GP Obstetrics • Laparoscopic procedures • Cosmetic Medical Practice
GP Procedural	Cover is included for all GP Non Procedural activities plus: • Anaesthetics – general and regional • Arterial line insertion • Breast biopsy • Bronchoscopy • Chest tube/drain insertion • Circumcision • Colonoscopy – Where GP is accredited • Colposcopy • Compartment pressure testing • Dilation and curettage • Drainage of priapism • Egg pickup • Endometrial biopsy using pipelle aspirator, gynoscan etc • Endoscopy – Where GP is accredited • Fine needle aspiration biopsy • Endovenous Laser Treatment (EVLT) • Implanon insertion and removal – If you have not completed a training program which was run or approved by the manufacturer Organon • IUCD insertion – If you have not completed a training program comprising theoretical, clinical and practical components, which is accredited by the RACGP for QA & CPD • Limited emergency ultrasounds • Nerve blocks proximal to wrist and ankle • Neonatal care up to 72 hours after birth • Neuromyotomy – Non procedural spinal nerve section • Orthopaedics including reduction of simple fractures • Partial or total ablation of nail growth plate • Pathology • Spinal manipulation under general anaesthetic • Surgery – which you are appropriately trained and accredited to undertake • Termination of pregnancy up to 20 weeks • Vasectomy • X-Rays referred by other practitioners from outside practice	• GP Obstetrics • Laparoscopic procedures • Cosmetic Medical Practice
GP – Rural Private Only (SA Only)	• All GP Non Procedural and GP Procedural activities as listed on pages 13 and 14 undertaken in rural areas • Plus care provided to Private In-patients	• GP Obstetrics • Laparoscopic procedures • Public In-patients • Cosmetic Medical Practice
GP – Rural Public and Private (SA Only)	• All GP Non Procedural and GP Procedural activities as listed on pages 13 and 14 undertaken in rural areas • Plus care provided to Public and Private In-patients	• GP Obstetrics • Laparoscopic procedures • Cosmetic Medical Practice
GP Obstetrics – Metropolitan Area (Any State) (continues on next page)	• All GP Non Procedural and GP Procedural activities as listed on pages 13 and 14 • Plus Obstetrics	• Laparoscopic procedures (other than laparoscopic sterilisation/diagnostic procedures) • Cosmetic Medical Practice

Category	Includes	Excludes
GP Obstetrics – Rural (Other than SA)	• All GP Non Procedural and GP Procedural activities as listed on pages 13 and 14 • Plus Obstetrics	• Laparoscopic procedures (other than laparoscopic sterilisation/diagnostic procedures) • Cosmetic Medical Practice
GP Obstetrics – Rural Private Only (SA Only)	• All GP Non Procedural and GP Procedural activities as listed on pages 13 and 14 undertaken in rural areas • Plus care provided to Private In-patients • Plus Obstetrics	• Laparoscopic procedures (other than laparoscopic sterilisation/diagnostic procedures) • Public In-patients • Cosmetic Medical Practice
GP Obstetrics – Rural Public & Private (SA Only)	• All GP Non Procedural and GP Procedural activities as listed on pages 13 and 14 undertaken in rural areas • Plus care provided to Public and Private In-patients • Plus Obstetrics	• Laparoscopic procedures (other than laparoscopic sterilisation/diagnostic procedures) • Cosmetic Medical Practice
GP Registrar – Non Procedural / Procedural	• This Category provides cover equivalent to GP Non Procedural and GP Procedural activities as listed on pages 13 and 14 and is applicable to all GP Registrars in an accredited GP Registrar training program, whether in a hospital or in Private Practice • Plus private practice undertaken outside of your GP Registrar training program up to $50,000 Gross Income per annum for which you are trained and accredited to undertake	• GP Obstetrics • Laparoscopic procedures • Cosmetic Medical Practice
GP Registrar – Procedural including Obstetrics	• This Category provides cover equivalent to GP Non Procedural and GP Procedural activities as listed on pages 13 and 14 (plus Obstetrics) and is applicable to all GP Registrars in an accredited GP Registrar training program, whether in a hospital or in Private Practice • Plus private practice undertaken outside of your GP Registrar training program up to $50,000 Gross Income per annum for which you are trained and accredited to undertake	• Laparoscopic procedures (other than laparoscopic sterilisation/diagnostic procedures) • Cosmetic Medical Practice • Private obstetrics outside of your training program

c) Special Conditions – Shared Care and Ante-natal Care

All GPs involved in obstetric care must note the following Shared Care and Ante-natal Care Guidelines which have applied since 1 July 2006.

GP – Shared Care Guidelines

GPs who treat obstetric cases (including the provision of Ante-natal Care) but who are not insured for obstetrics (under the GP Obstetrics or GP Rural Obstetrics Categories) must adhere to the following minimum guidelines to ensure their entitlement to indemnity is maintained under the Policy:

- Shared Care Guidelines
  - All appropriate ante-natal screening tests must be performed
  - The patient must be referred to an Obstetric Hospital/Clinic, Consultant Obstetrician or GP Obstetrician (other than yourself) for consultation before 20 weeks gestation
  - The Obstetric Hospital/Clinic, Consultant Obstetrician or GP Obstetrician must see the patient at 36 weeks (or as dictated by the relevant Shared Care Guidelines applicable to you) and again at term, providing the ante-natal course is uneventful
  - Should any problems occur before 36 weeks (or as dictated by the relevant Shared Care Guidelines applicable to you), the Obstetric Hospital/Clinic, Consultant Obstetrician or GP Obstetrician must be advised and consulted
  - GPs may continue to see pregnant patients for ante-natal visits or for intercurrent medical problems, but in shared care the obstetric care and the delivery of the baby must rest with the Obstetric Hospital/Clinic, Consultant Obstetrician or with a GP who has GP Obstetric insurance arrangements
  - GPs **without** obstetric cover will not be insured if they provide backup for GP Obstetricians on a part time basis or whilst they are away on leave

(continues on next page)

c) Special Conditions – Shared Care and Ante-natal Care – continued

- If you are required to adhere to more restrictive Shared Care Guidelines which apply in your State, region, hospital or clinic, then those guidelines must also be complied with to maintain your entitlement to indemnity
- You will be covered in an emergency situation (e.g. haemorrhage, premature or imminent delivery) if you render emergency assistance, provided you are insured in another GP Category
- **If you are a GP who is, or plans to be, involved in the induction or management of labour or in the delivery of the infant, then no cover is provided unless you are in the GP Obstetrics or GP Rural Obstetrics Categories, irrespective of whether the delivery is in the public or private system.**

Ante-natal Care Guidelines

General Practitioners who are qualified GP Obstetricians and who:

- provide Ante-natal Care which does not comply with the relevant Shared Care Guidelines applicable to them; and/or
- are involved in, or plan to be involved in, the induction or management of labour or in the delivery of the infant

must be insured under the GP Obstetrics or GP Rural Obstetrics Categories, irrespective of whether the delivery is being handled publicly or privately.

If a GP Obstetrician is going to be away from his or her practice, then appropriate handover to an Obstetric Hospital/Clinic, Consultant Obstetrician or GP Obstetrician must occur.

a) Introduction

There are a range of Categories for Cosmetic Medical Practitioners as follows:

- Cosmetic Medicine Level A
- Cosmetic Medicine Level B
- Cosmetic Surgery Level C
- Cosmetic Surgery Level D.

The Category you select should best reflect your qualifications and/or the nature of the work you undertake.

If you are a Specialist undertaking cosmetic work you must select a Specialist Category that meets your requirements (refer Section 3.)

Refer to the table below for details of activities covered under each Category for Cosmetic Medical Practitioners.

If you perform a particular clinical activity and it is not clear which Category will apply, please provide us with the details and we will assess your circumstances individually.

Notes

In considering your Category please refer to the following notes:

1. **Cosmetic procedure** means any procedure directed towards the preservation, correction or improvement of appearance and/or where there are no underlying medical, clinical or pathological reasons for undertaking such procedures
2. **Liposuction** of more than 500mls of aspirate in total must be performed in an accredited day surgery or operating theatre (refer page 18)
3. **No cover is provided for fat transfers to breasts**

b) Category listing

Category	Includes	Excludes
Cosmetic Medicine Level A	• GP Non Procedural activities as listed on pages 13 and 14 • Plus the following: – Botulinum toxin injections – Dermal fillers (non permanent) – Chemical peels (superficial epidermal only) such as glycocholic acid peels – Intense Pulse Light therapy (IPL) – Laser therapy, excluding laser resurfacing – Mesotherapy excluding the injecting of drugs for the primary purpose of dissolving fat – Microdermabrasion – Photo-rejuvenation – Radio frequency treatment – Microsclerotherapy for facial lesions – Sclerotherapy	• GP Procedural • Cosmetic Medicine Level B • Cosmetic Surgery Levels C and D
Cosmetic Medicine Level B	• GP Procedural activities as listed on page 14 • Cosmetic Medicine Level A	• Cosmetic Surgery Levels C and D
Cosmetic Surgery Level C	• Cosmetic Medicine Level B • Plus the following: – Dermabrasion – Dermal fillers (permanent) – Facial thread lifting procedures (not in association with skin excision) – Injecting drugs for the primary purpose of dissolving fat – Laser resurfacing – Liposuction/lipoplasty (including breast reduction via liposuction alone) – Medium and deep chemical peels (dermal peels using agents such as phenol and trichloroacetic acid) – Polylactic Acid based injectables	• Cosmetic Surgery Level D
Cosmetic Surgery Level D	• Cosmetic Surgery Level C • Plus the following: – Abdominoplasty – Blepharoplasty – Cosmetic rhinoplasty – Face lift – Hair transplantation procedures – Labiaplasty – Mammoplasty – reduction/augmentation – Otoplasty – Penile extension/thickening	

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c) Special Condition – Liposuction

If you undertake liposuction procedures you must be insured in one of the following Categories:

- Cosmetic Surgery Level C
- Cosmetic Surgery Level D.

It is also important you note the following conditions that apply to liposuction procedures:

- No cover is provided for claims arising out of liposuction procedures of over 500mls of aspirate in total performed in a non-accredited day surgery or operating theatre
- If you require insurance for liposuction of more than 500mls of aspirate in total, where the procedure **will not** be undertaken in an accredited day surgery or operating theatre, the following special conditions apply:
  - you need to confirm in writing to us prior to renewal on 30 June 2009 that you will commit to your day surgery achieving accreditation within the next 12 months, and
  - a loading will apply to your insurance premium for the 2009/2010 year
- If you have an extension in the 2008/2009 Policy Period for undertaking liposuction procedures of more than 500mls of aspirate in total in a non-accredited day surgery or operating theatre, you must confirm in writing to us that accreditation has been (or will be) achieved, in accordance with the terms and conditions of your specific extension, but in any case, no later than 30 June 2009
  - If accreditation has not been achieved by this date, then no cover is provided for liposuction procedures of more than 500mls of aspirate in total undertaken in a non-accredited day surgery or operating theatre on or after 1 July 2009
  - Run-off cover will be provided in this situation for claims made on or after 1 July 2009 that relate to liposuction procedures of more than 500mls of aspirate in total undertaken in a non-accredited day surgery or operating theatre prior to 1 July 2009 and after your retroactive date
  - No further extensions will be granted to allow more time for accreditation other than in exceptional circumstances.

a) Introduction

There are a range of Categories for **employer indemnified** doctors and they are listed in the following table. If you are an Intern, refer Section 7 for details of the cover available to you.

The Category you select should best reflect your qualifications and/or the nature of the work you undertake.

If you select any of the Employer Indemnified Categories we recommend you:

- Obtain written confirmation from your employer that they will indemnify you for conduct in the course of your employment
- Obtain written confirmation detailing the scope of indemnity provided to you and the extent to which your employer will accept liability for your actions during employment and in particular what insurance they have in place to meet such liabilities. If you are in any doubt, you may refer that document to us so that we can determine the appropriate Category for you
- Clarify the scope of indemnity for consultations with public patients in private rooms and with private patients in public outpatient clinics.

Please note you are not covered under Section 1 or Section 2 of the Policy for matters that arise from practice undertaken under a Rights of Private Practice Agreement.

b) Category listing

Category	Includes	Excludes
Staff Specialist With no or limited Private Practice	Provides cover for: • Private work you undertake outside of your employment and/or Private Practice Agreement (if applicable), subject to Gross Income from such work not exceeding $5,000 per annum provided such work occurred on or after 1 July 2006 or the retroactive date recorded on your Quotation and/or Policy Schedule whichever is the later date • Good Samaritan Acts and Gratuitous Advice (refer pages 29 and 30 for details)	• Any private practice when Gross Income exceeds $5,000 per annum (refer to Specialist Categories Section 3 if Gross Income exceeds $5,000 per annum) • Any private practice in: – Cosmetics – Neurosurgery – Obstetrics
Staff Specialist – Medical Board / Tribunal cover only	Provides cover in relation to complaints made to a Medical Board or a Tribunal responsible for your professional discipline or a coronial inquiry, for matters arising out of your conduct as a medical practitioner	• Any private practice • Good Samaritan Acts and Gratuitous Advice
Salaried Medical Officer With Private Practice	Provides cover for: • Private practice up to $50,000 Gross Income per annum • Good Samaritan Acts and Gratuitous Advice (refer pages 29 and 30 for details)	• Any private practice when Gross Income exceeds $50,000 per annum • Any private practice in: – Cosmetics – Neurosurgery – Obstetrics
Salaried Medical Officer With no or limited Private Practice	Provides cover for: • Private work you undertake outside of your employment, subject to Gross Income from such work not exceeding $10,000 per annum provided such work occurred on or after 1 July 2006 or the retroactive date recorded on your Quotation and/or Policy Schedule whichever is the later date. • Good Samaritan Acts and Gratuitous Advice (refer pages 29 and 30 for details)	• Any private practice when Gross Income exceeds $10,000 per annum • Any private practice in: – Cosmetics – Neurosurgery – Obstetrics
Salaried Medical Officer – Medical Board / Tribunal cover only	Provides cover in relation to complaints made to a Medical Board or a Tribunal responsible for your professional discipline or a coronial inquiry, for matters arising out of your conduct as a medical practitioner	• Any private practice • Good Samaritan Acts and Gratuitous Advice
Salaried Medical Officer – Private Sector For doctors who are employed by a private sector employer	Provides cover in relation to: • Complaints made to a Medical Board or a Tribunal responsible for your professional discipline or a coronial inquiry, for matters arising out of your conduct as a medical practitioner • Good Samaritan Acts and Gratuitous Advice (refer pages 29 and 30 for details)	• Any private practice

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a) Introduction

MIGA offers a special Category for Interns, which is **free** and gives you access to a broad range of membership and insurance benefits. This Category is specifically for Employer Indemnified Salaried Medical Officers in their Intern year.

b) Free membership and medical indemnity insurance

In order to maintain free membership and insurance as an Intern for this period, you must:

- Be undertaking your Internship in an Australian hospital
- Be registered as a medical practitioner by the relevant Medical Board in the State(s) in which you are working.

c) What you are covered for as an Intern

As an Intern, insurance cover is provided for claims made against you during the period 1 July 2009 to 30 June 2010 within our Category "Employer Indemnified Intern" which covers you for:

- Expenses in relation to Claims under Section 2 of the Policy, arising out of work you undertake in the public system but only to the extent you are not otherwise indemnified by your employer. Cover is limited to complaints, investigations or proceedings arising solely out of your activities during your Internship
- Good Samaritan Acts and Gratuitous Advice (refer pages 29 and 30 for details).

In Section 6 we have outlined some issues to consider if you are working in the public sector and need to arrange your own insurance. In addition, in some States in Australia it is a requirement that doctors have in place medical indemnity insurance as a condition of their registration.

d) What you are not covered for as an Intern

Under our Category for Interns, you are not covered for claims and/or circumstances:

- In respect of which you are indemnified or are entitled to an indemnity from any other source, including the government or a governmental authority, hospital, health service or health authority
- Arising out of any practice, including private practice, that you might undertake outside of the public hospital system during your Intern year
- That arise out of a clinical placement or practice which is not part of your Intern year.

e) When you finish your Intern year

If you are an Intern member for the period 1 July 2009 to 30 June 2010, when you finish your Intern year during this period and start work as an SMO, MIGA will provide you with ongoing free insurance and membership through to 30 June 2010. This is the common expiry date for all insurance and membership arrangements for members.

Your insurance as an Intern will be immediately extended to cover you as a "Salaried Medical Officer – with no or limited Private Practice", at no additional cost to you.

This will be from the time you start as an SMO until the expiry of your Policy on 30 June 2010.

When you have completed your Intern year, it is important that you review the scope of cover provided as an "SMO with no or limited Private Practice" and ensure it meets your needs (refer Section 6 of this Guide for details).

a) Introduction

The following additional Categories are available for doctors who undertake roles other than those detailed earlier in this Guide.

The Category you select should best reflect your qualifications and/or the nature of the work you undertake.

b) Category listing

Category	Includes	Excludes
Medical Officer at private and/or public hospital (not Employer Indemnified) This Category is for non specialists who are employed in private and/or public hospitals, who are required to **effect and maintain their own medical indemnity insurance.**	All activities and procedures for which you are appropriately trained and qualified to undertake	
Surgical Assistance – Specialists This Category is for Specialists who do not perform any surgery but undertake surgical assistance only.	• Surgical assistance only • Good Samaritan Acts and Gratuitous Advice (refer pages 29 and 30 for details) • Prescription writing, writing referrals and ordering pathology, where undertaken privately and gratuitously	• work in any capacity as the primary or supervising surgeon. If you are the primary or supervising surgeon, you need to select the appropriate Specialist Category • any surgery undertaken either during surgery (whether in the presence of the primary or supervising surgeon or not) or on behalf of the primary or supervising surgeon
Surgical Assistance – Other This Category is for overseas visiting doctors or non-specialists who do not perform any surgery but undertake surgical assistance and/or observational roles only.	• Surgical assistance and observational roles only • Good Samaritan Acts and Gratuitous Advice (refer pages 29 and 30 for details) • Prescription writing, writing referrals and ordering pathology, where undertaken privately and gratuitously	• work in any capacity as the primary or supervising surgeon. If you are the primary or supervising surgeon, you need to select the appropriate Specialist Category • any surgery undertaken either during surgery (whether in the presence of the primary or supervising surgeon or not) or on behalf of the primary or supervising surgeon
Medical Administrator This Category is for doctors whose role is solely that of a Medical Administrator **who are not otherwise indemnified in this role and who are required to effect and maintain their own medical indemnity insurance**. (continues on next page)	Cover is restricted solely to patient outcomes arising out of health care treatment, advice or service where the Medical Administrator is alleged to have exercised their medical skill and judgment in their role as a Medical Administrator, but whose responsibilities do not extend directly to clinical patient contact Doctors are also covered for claims arising out of prescription writing, writing referrals and ordering pathology, where undertaken privately and gratuitously	No cover is provided for: • Claims arising out of managerial or administrative error • Any clinical practice

b) Category listing – continued

Category	Includes	Excludes
Medical Academic This Category is for doctors whose role is solely that of a Medical Academic and whose responsibilities are restricted to teaching, training, supervising or mentoring doctors or Medical Students in accredited or formalised training programs leading to professional awards **who are not otherwise indemnified in this role and who are required to effect and maintain their own medical indemnity insurance.**	Cover is restricted solely to patient outcomes arising out of health care treatment, advice or service where the clinical academic is alleged to have exercised their medical skill and judgment in their role as a Medical Academic but whose responsibilities do not extend directly to clinical patient contact Doctors are also covered for claims arising out of prescription writing, writing referrals and ordering pathology, where undertaken privately and gratuitously	No cover is provided for: • Claims arising out of managerial or administrative error • Any clinical practice
Medical Reporting and Assessment – No Clinical Practice This Category is for doctors who do not undertake clinical practice and whose entire practice consists of consultation, examination and assessment for the sole purpose of reporting in their area of specialty. Doctors in this Category have no doctor/patient relationship with the examinee.	Cover is restricted to: • Reporting only in the area of specialty in which you are qualified as a registered medical practitioner • Where the primary purpose of your report or opinion is for use: – by a third party in investigating a potential third party claim, – as evidence in proceedings, proposed proceedings, or the giving of oral evidence in proceedings or proposed proceedings in relation to a third party claim – by a third party (eg an insurer or employer) in assessing the examinee for use by a third party Doctors are also covered for claims arising out of prescription writing, writing referrals and ordering pathology, where undertaken privately and gratuitously	• Any clinical practice
Non Clinical This Category is for doctors who maintain Medical Board registration but are not practising and have no clinical patient contact (either directly or indirectly).	Doctors are only covered for claims arising out of prescription writing, writing referrals and ordering pathology, where undertaken privately and gratuitously, Good Samaritan Acts and Gratuitous Advice	No cover is provided for any clinical practice
Registrar undertaking Specialist training in Private Practice This Category is for Registrars undertaking training as a Specialist in Private Practice, outside of the public hospital system, who are required to effect and maintain their own medical indemnity insurance.	• All private work where part of a specialist training program	

Retired, Retired Compound Life Members and Temporarily Non Practising Doctors

a) Introduction

The following Categories are available for retired doctors, retired Compound Life Members and doctors who are temporarily not practising.

Category	Includes	Excludes
Prescriptions Plus (Nil Gross Income)	Provides cover for: • Prescription writing • Referrals • Ordering Pathology • Good Samaritan Acts* • Gratuitous Advice* * Refer pages 29 and 30 for details	Any other practice
Good Samaritan Acts and Gratuitous Advice only	Provides cover for: • Good Samaritan Acts* • Gratuitous Advice* * Refer pages 29 and 30 for details	Any other practice

Note: If you are charging a consultation fee (bulk billed or otherwise) no cover is provided unless you select the appropriate practising Category.

If you select one of the above Categories it is important that you read and note the following additional information.

b) Retired Doctors

If you are permanently retired from practice with some form of run-off cover from us, we will write to you separately in relation to your ongoing requirements for renewal of your run-off cover.

If you are entitled to access the Commonwealth Run-off Cover Indemnity Scheme (ROCS), we will also write to you in relation to your entitlements.

If you are currently insured with us and intend to permanently retire on or after 1 July 2009 you may be able to access ROCS or alternatively we will make you an offer for run-off cover.

If you resume practice (whether temporarily or permanently), you will have no insurance for claims made after you resume practice unless you contact us before commencing practice and effect insurance. Any run-off cover that you already have in place may also cease if you resume practice.

c) Compound Life Membership

Prior to 1 July 2003, members who had continuous financial membership of MDASA for 40 years were entitled to apply for Compound Life Membership.

Historically this benefit was offered to recognise and encourage long term membership.

The effect of Federal legislation introduced in 2003 is that MDASA can no longer provide any form of indemnity to doctors who are still practising. Such cover can only be offered by an APRA licensed insurer via an insurance policy.

Therefore, whilst membership of MDASA remains free for doctors who have achieved Compound Life Membership, MDASA cannot provide free insurance for Compound Life Members who are still practising.

If you are a Compound Life Member of MDASA who is still practising, no insurance is provided for your practice unless you choose the Category most appropriate to the work you are performing and you arrange insurance with Medical Insurance Australia in this Category.

MDASA Membership for Compound Life Members

The terms and conditions of MDASA's Compound Life Membership benefit are as follows:

- You need to have been a financial member of MDASA for at least 40 years
- The membership must have been continuous (note that if there has been a suspension of the membership, the period of suspension will not contribute towards the 40 year requirement)
- Once Compound Life Membership status is achieved, your membership fee for MDASA will be waived, however, you will need to effect and pay for insurance cover if you are still practising or need any insurance
- MDASA reserves the right to review annually the ongoing provision of Compound Life Membership for any and/or all members.

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d) Temporarily Non Practising Doctors

Non practising doctors can include those who have already ceased or will be ceasing practice temporarily for the following reasons:

- taking maternity leave
- taking long service leave
- studying
- working overseas.

e) Suspension of membership

There are times when you may not need insurance but you may like to suspend your membership so that you can maintain your long term benefits with us.

This can occur, for example, when going overseas to work for an extended period, being on maternity leave, or at other times when no longer practising for a period of time.

There are two options for suspending membership, as follows:

If suspension is for a period of up to 12 months

If suspension is for no more than 12 months, doctors will not lose recognition of their years of prior continuous financial membership and insurance with MIGA as contributing towards any assessment of long term membership for the purpose of future insurance arrangements with Medical Insurance Australia, provided that:

- Suspension is not as a result of suspension of registration by a Medical Board or an equivalent body
- You are not practising as a medical practitioner in Australia during the period of suspension
- Insurance has not been arranged elsewhere during the period of suspension.

Note – You can however, purchase cover with MIGA for prescription writing, Good Samaritan Acts and Gratuitous Advice (refer pages 29 and 30 for details) during the period of suspension without breaching this condition.

During a period of suspension of up to 12 months, your membership status will be recorded as "Short Term Suspended Membership".

If you reactivate your insurance with us within 12 months of the start of your period of suspension, the period prior to suspension will count towards your continuity of membership for any assessment of your long term membership with MIGA for the purpose of future insurance arrangements with Medical Insurance Australia.

The period of suspension will not count towards any assessment of your length of continuous financial membership with MIGA when you reactivate your insurance and membership with us.

If you arrange insurance for prescription writing, Good Samaritan Acts and Gratuitous Advice during a period of suspension, then the period during which you have this insurance will count towards assessment of your length of continuous financial membership with MIGA.

During the period of suspension, no annual membership fee will be charged and you will not be entitled to any membership services, unless you have arranged ongoing cover for prescription writing, Good Samaritan Acts and Gratuitous Advice with us.

At the end of the 12 month period (or if you resume practice earlier), it is important that you contact us to advise if ongoing suspended membership is required or whether you would like to reactivate your insurance with us.

If suspension is for a period of more than 12 months

If suspension extends beyond 12 months, prior and continuous financial membership of, or insurance with, MIGA does not automatically count towards any assessment of long term membership for the purpose of any future insurance arrangements with Medical Insurance Australia.

If your period of suspension is going to exceed 12 months and you would like to maintain your continuity benefits with us, then we can offer you "Long Term Suspended Membership".

This is available to members who want to suspend their membership for up to 36 months. **It is not available for suspensions beyond 36 months.**

A (low cost) membership fee is payable annually for Long Term Suspended Membership however, you will not be entitled to any membership services during the period of suspension.

The key benefit of Long Term Suspended Membership is that if you reactivate your insurance with MIGA within 36 months of the start of your period of suspension, your prior periods of insurance with MIGA prior to suspension will count towards your continuity of membership for assessment of your long term membership with MIGA.

This applies only if:

- You have paid the annual membership fee each year
- Suspension is not as a result of suspension of registration by a Medical Board or equivalent body
- You have not practised as a medical practitioner in Australia during the period of suspension
- Insurance has not been arranged elsewhere during the period of suspension.

Note – You can however, purchase cover with MIGA for prescription writing, Good Samaritan Acts and Gratuitous Advice (refer pages 29 and 30 for details) during the period of suspension without breaching this condition.

The period of suspension will not however, count towards any assessment of your length of continuous financial membership with MIGA when you reactivate your insurance and membership.

If you arrange insurance for prescription writing, Good Samaritan Acts and Gratuitous Advice during a period

of suspension, then the period during which you have this insurance will count towards assessment of your length of continuous financial membership with MIGA.

At the end of the period of suspension (or if you resume practice at any time), it is important that you contact us to advise if insurance or membership is required.

If you do not insure again with MIGA at the end of the 36 months from the date you first suspended, you will lose your long term membership benefits with MIGA, even if you insure with us at a later date.

Insurance

If you suspend your membership, it is important to note that you have no insurance cover after your date of suspension for:

- Incidents that occur after your date of suspension – unless you arrange ongoing insurance
- Incidents that may have occurred before your date of suspension and after your indemnity changed to a claims made basis – unless you arrange ERB (run-off) insurance.

ERB insurance is available on an annually renewable basis to cover you for claims made during the period of suspension for incidents that may have occurred whilst you were still practising.

If you are ceasing practice because of maternity leave, you will be entitled to access free run-off cover via ROCS.

If you intend to cease practice and/or wish to suspend your membership from 1 July 2009, you will need to advise us of the following:

- the date you ceased practice or the date you intend to cease practice
- the reason for ceasing practice, and
- if you require cover for claims made after the date you ceased practice for incidents which occurred prior to ceasing practice (and after your retroactive date).

If you resume practice at any time (whether temporarily or permanently) you must notify Medical Insurance Australia before you commence practising to arrange appropriate insurance. If you do not, you will not be entitled to any cover for claims that are made in relation to incidents which occur after you resume practice.

a) Introduction

Your Change of Details or Application Form requires you to advise us whether you require cover for the treatment of public patients and if so, to provide separate estimates of your Gross Income from both your private and public practice for which you require cover from us.

The reasons for this are:

- Doctors are not eligible for PSS with respect to the proportion of premium payable in relation to Gross Income generated from the treatment of public patients
- This information is required by Medicare and our reinsurers.

Premiums are determined in part by the Category you select, whether you require cover for the treatment of public patients and your Gross Income or Sessions. Lower premiums are available in most Categories for doctors who work part-time or have limited their practice (subject to the payment of minimum premiums).

Entitlement to cover is dependent upon provision of accurate information about your practice including your declaration of Gross Income or Sessions. Failure to provide accurate information (which affects the premium rate) may affect your entitlement to cover.

b) Definition of Gross Income

Gross Income:

Means the total of all billings generated by you from all areas of practice for which you require medical indemnity cover for the Policy Period (in your name or for which you are personally liable), including without limitation:

i) Medicare benefits; and

ii) payments by individuals, the Commonwealth Department of Veterans Affairs, workers compensation schemes and third party and/or vehicle insurers; and

iii) income earned for medical practice overseas that is covered by the Policy

whether retained by you or otherwise and before any apportionment of any expenses and/or tax.

If as part of practice, you derive income from any other sources (such as professional fees, incentive payments, etc) this income must be included in the declaration of Gross Income.

Please also note the following:

- The Gross Income you must declare is the total of the amounts set out above. It is not sufficient to declare only your gross taxable income or net after tax income.
- If you are an employee and you are not indemnified by your employer for your work and are paid a salary and/or a percentage of your income, you are still required to determine your Gross Income as per the above definition.
- In relation to Medicare billable procedures, you need to include the total amount that you have billed the patient for the procedure not just the Medicare rebate amount.

If your actual Gross Income exceeds your estimated Gross Income you must notify us immediately.

c) Special cases

If you are practising in one of the following Categories please advise your average number of 'Sessions' per week.

- Cytology
- Emergency Medicine
- Medical Officer at Private and/or Public hospital (not Employer Indemnified)
- Pathology and/or Laboratory Haematology
- Radiation Oncology
- Radiology

If your actual number of Sessions during the Policy Period exceeds, on average, the number of Sessions that you declared to us, you need to contact us immediately.

'Session' means part of a day not exceeding 6 hours in total.

d) Adjustment of Gross Income / Sessions

Medical Insurance Australia may adjust premiums based on a declaration of actual Gross Income/Sessions after expiry of the Policy Period.

If Medical Insurance Australia requires a declaration of actual Gross Income/Sessions for the Policy Period, a statutory declaration will be forwarded to you for completion within 120 days after expiry of the Policy Period.

e) Audit of Gross Income / Sessions

Medical Insurance Australia may, at its discretion and at its cost, require an audit of the declaration referred to in (d) above, in which case you are required to provide Medical Insurance Australia with all information and assistance reasonably required for the purpose of the audit.

The Policy also contains a condition that applies where you do not provide Medical Insurance Australia with the declaration referred to in (d) or if you do not provide the information and assistance referred to above. In such cases, Medical Insurance Australia may audit your Gross Income/Sessions for the Policy Period and you will be required to meet the cost of that audit.

Medical Indemnity Insurance Policy

a) Introduction

Our Medical Indemnity Insurance Policy has been developed to meet the needs and requirements of modern medical practice and the unique requirements our doctor members.

A copy of the applicable Policy will be provided to you at the time you receive your renewal offer or at the time you obtain a quotation to effect cover with MIGA.

It is very important that you read the Policy and familiarise yourself with the scope of cover, terms, conditions and exclusions.

The information in this Section is for guidance only. Entitlements under the Policy are determined in accordance with the terms and conditions of the particular Policy and Policy Schedule which are issued.

b) Overview of the 2009/2010 Policy

The Policy provides cover for:

- Claims, Claim Costs and advisory services arising out of the practice of medicine within the Category you select, and
- Expenses incurred in relation to proceedings, inquests, inquiries, investigations or complaints.

The Policy has been developed recognizing that not all members need the full range of cover.

The cover under the Policy is divided into three key areas, as follows:

Section	Cover
Division 1 Section 1 – Indemnity for claims and/or circumstances arising out of the practice of medicine within the Category	**Provides cover for:** **• Damages and claims for compensation** **• Legal costs incurred in defending claims**
Division 1 Section 2 – Expenses	**Part A – Specific Expenses** Provides cover for legal costs and expenses incurred in responding to administrative proceedings. Extends to legal costs arising from successfully defending a prosecution or responding to the following inquests, inquiries, investigations or complaints arising from the practice of medicine: • Medical Board, Tribunal or other disciplinary investigations and proceedings • Coronial inquiries, Royal commissions • Health Insurance Act inquiries • Criminal investigations and proceedings • ACCC inquiries • Professional college or association, health service and health care ombudsman inquiries and complaints • Obtaining court orders to protect you and your family from threats to personal safety by patients.
	Part B – General Expenses Provides cover for legal costs and expenses arising from other practice issues such as Medicare Australia matters (formerly Health Insurance Commission), employment matters, visiting medical practitioner matters, defamation etc.

You are only entitled to cover if you:

- Are a member of MDASA
- Are a medical practitioner with current Medical Board registration
- Have declared your correct practice information, including Gross Income and Sessions (as defined in Section 10) and paid the premium (including any premium adjustments) and charges in full
- Provide a declaration of actual Gross Income upon request
- Have been issued a Policy Schedule reflecting the cover provided.

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c) What you are covered for

The cover you receive from MIGA is in relation to the work you undertake as per the Category you select, as follows:

Category	Division 1 Section 1 – Indemnity for claims and/or circumstances	Division 1 Section 2 – Indemnity for Specific and General Expenses	Division 2 – Indemnity for Good Samaritan Acts and Gratuitous Advice
Specialists			
All Specialist categories	**Yes**	**Yes**	**Yes**
General practitioners			
All GP categories	**Yes**	**Yes**	**Yes**
Cosmetic Medical Practitioners			
All Cosmetic Medical Practitioner categories	**Yes**	**Yes**	**Yes**
Employer Indemnified			
Interns	**No**	**Yes**	**Yes**
Staff Specialists and Salaried Medical Officers			
• With no or limited Private Practice	**Yes**	**Yes**	**Yes**
• With no Private Practice – Medical Board, Tribunal & coronial cover only	**No**	**Yes**	**No**
• Salaried Medical Officer – Private Sector	**No**	**Yes**	**Yes**
Other Practice			
All "Other" Categories (Refer pages 21 and 22)	**Yes**	**Yes**	**Yes**

If you are retired or temporarily not practising then you need to refer to Section 9 for the cover that is available to you.

d) Extensions to cover

The following optional extensions to cover are available. If you require any of these extensions please provide us with the details and we will assess your circumstances individually.

If any of these extensions to cover are granted they will be noted on your Quotation and/or Policy Schedule and a premium loading may apply.

Extension to cover	Details
Innocent partner cover	The Policy can be extended to cover you for the acts of partners who provide health care treatment, advice or service in the conduct of a partnership and with whom you are jointly and severally liable solely by reason of the partnership. Cover is subject to: • The partnership being a partnership within the meaning of the Partnership Act, • You having obtained written evidence of current insurance covering your partners each year. Cover under this extension is limited to your total liability divided by the number of partners in the partnership, or the aggregate limit of indemnity, whichever is lesser.
Practice outside the Commonwealth of Australia (beyond the automatic cover)	We can consider providing cover beyond the automatic extension, for practice overseas that exceeds the time limits in the automatic extension. **No cover can be granted for practice in the United States of America or Canada or in jurisdictions to which the laws of the United States of America or Canada apply.**

e) Cover for treatment of public patients

Cover for treatment of public patients is automatically provided (refer Automatic extension 2.20 of the Policy), subject to the terms and conditions of our Policy, except where:

- You are otherwise indemnified for such claims, or
- You are insured in a specific Category that excludes or does not extend to cover claims arising out of the treatment of public patients (see below).

If your practice involves the treatment of public patients, it is important that you clarify whether you are indemnified by any other source (including but not limited to a State Government or your employer) for claims that arise out of such work.

If you are indemnified by any other source (including but not limited to a State Government or your employer) for the treatment of public patients, you will not be insured under our Policy for any claims that arise out of such treatment (Refer Policy exclusion 5.27).

Where cover for the treatment of public patients is required it is important that you:

- Check your Category to make sure it does not specifically exclude cover for the treatment of public patients:
  - Some Categories exclude cover for treatment of public patients eg GP Rural – Private only in SA (see below)
  - If your Category excludes cover for the treatment of public patients, call us to change your Category to one that meets your specific requirements
- Include your Gross Income/Sessions from public work in your declaration of Gross Income/Sessions to us.

Categories that specifically exclude cover for treatment of public patients

Please note some Categories *specifically exclude* cover for treatment of public patients and they are:

- GP – Rural Private Only in SA and GP Obstetrics – Rural Private Only in SA – refer Section 4
- Interns – Refer Section 7
- Employer Indemnified – refer Section 6

If you select any of the above Categories:

- No cover is provided under Division 1 Section 1 of the Policy for claims for compensation arising from the treatment of public patients
- Cover is provided under Division 1 Section 2 of the Policy for Expenses incurred in relation to complaints, inquiries, investigations etc in relation to the treatment of public patients:
  - To the extent you are not otherwise indemnified
  - Subject to specific limitations in some Categories.

    For example, for the Category of "Employer Indemnified Staff Specialist – Medical Board/Tribunal cover only" cover under Division 1 Section 2 Part A of the Policy is restricted solely to inquiries etc by a Medical Board, Medical Tribunal or coroner.

In other Categories, the scope of cover for treatment of public patients may be determined by the specific activities covered within that Category e.g. if you select "Medical Academic" you are not insured for any claims that arise from clinical patient contact of any patients, whether they are public or private.

If you provide treatment to public patients and you are not clear on the cover provided by us, please contact our Client Services Department to clarify your entitlements.

Information on cover for public patients

In our Change of Details Form and Application Form we also ask you to provide an accurate estimate of your Gross Income/Sessions for the treatment of public patients for which you require cover from us. This is because we require data on the proportion of our insured doctors who need this cover.

It is important to note that you will still be entitled to indemnity for claims arising from the treatment of public patients, provided:

- You are not otherwise entitled to indemnity for such work
- You advise us of your income/sessions for such work in your declaration of Gross Income/Sessions; and
- It is not excluded by the specific Category that you have selected.

f) Good Samaritan Acts and Gratuitous Advice

Other than as detailed in the table on page 28, cover for Good Samaritan Acts and Gratuitous Advice is automatically included within Division 2 of the Policy, provided you have current insurance when the claim is made and the incident occurred after any relevant retroactive date in your Policy.

Good Samaritan Acts

These are defined as acts where a doctor provides medical treatment or advice in an emergency situation (eg at the scene of an accident) subject to the following:

- It must be for an unforeseen emergency situation
- There is no other indemnity or immunity that applies (eg via legislation, from the State Government, your employer or any other party)
- There is no request by you for payment or reward for the service and no ongoing care is provided.

Gratuitous Advice

Gratuitous Advice is defined as advice provided fortuitously and outside of commercial medical practice, subject to the following:

- You are registered with the relevant Medical Board at the time the advice is given
- There is no payment or reward for the advice

(continued on next page)

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f) Good Samaritan Acts and Gratuitous Advice – continued

- No cover is provided for prescriptions, unless you have insurance for prescription writing with Medical Insurance Australia.

If you are only insured for Good Samaritan Acts and Gratuitous Advice no cover is provided in circumstances where you undertake voluntary medical work or you work on a pro-bono basis.

If you work on a voluntary or a pro-bono basis you must select a Category for practising doctors as outlined in this Guide.

g) Notification of claims and circumstances

The Policy requires that you provide written notice of any claim made against you during the Policy Period.

This involves you advising us of the full details of an alleged incident and any subsequent claim as soon as you become aware of it and in any event prior to the expiry of the Policy.

If you do not provide the required notice during the Policy Period then you may not be covered in respect of that claim. It is very important you ensure we are advised as soon as you become aware of a claim and that you ensure this notification is made to us before the Policy expires.

In addition to this, it is important that you note the following in relation to the notification of circumstances during the Policy Period.

The Insurance Contracts Act provides that if, after the end of the Policy Period, a claim is made against you which arises from facts that might give rise to a Claim that you notified to us:

- in writing;
- as soon as reasonably practicable after you became aware of them; and
- before the end of the Policy Period

then we will provide cover in accordance with the terms and conditions of the Policy in respect of the claim against you, even if the claim was made against you after the end of the Policy Period.

We therefore encourage you to notify us as soon as you become aware of any circumstance or incident which has the potential to lead to a claim, whether or not a formal claim is made against you.

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Part 1 – Scheme Details

a) Introduction

The PSS is a Commonwealth Scheme introduced to assist eligible doctors to meet the cost of their medical indemnity insurance.

Medical Insurance Australia has entered into an agreement with the Department of Health and Ageing and Medicare Australia to administer the scheme on the Commonwealth's behalf.

The following information about the PSS will assist you to make an informed decision regarding your eligibility to participate in the scheme and how participation may impact upon your practice and insurance arrangements.

If you have any queries, please contact us.

b) The nature of the PSS

The Scheme assists eligible doctors through a PSS payment, paid via their medical indemnity insurer, by reducing their medical indemnity costs in one of two ways:

- through a reduction in the premium requested in the doctor's medical indemnity invoice, or
- through a payment made directly to the doctor (if they have already fully paid the total indemnity cost).

c) Eligibility

You may be eligible for the scheme if:

- your Gross Indemnity Costs for the Policy Period exceed 7.5% of your Estimated Income or Actual Income (for definition of income see paragraph 'f' page 32), or
- you conduct work as a Procedural General Practitioner in an area that is classified by the Department of Health and Ageing as a Remote, Rural or Metropolitan Area (RRMA) 3-7, or
- you previously received a subsidy under MISS and continue to work in the same specialty.

A doctor:

- whose practice is primarily based on public billings; and
- who obtains medical indemnity cover for private medical practice for which income is received; and
- is not indemnified under a Rights of Private Practice Agreement

is not eligible for a PSS Payment in respect of Gross Indemnity Costs relating to those private medical services unless the doctor's Estimated or Actual Income, as the case may be, exceeds $1,000 for the Policy Period.

A doctor who practises only in the public sector during the Policy Period (and earns no income from private medical practice) is eligible for a PSS payment for that premium period if their insurance with MIGA provides run-off cover, retroactive cover, or both, for incidents that occurred in the course of, or in connection with, the doctor's private medical practice at a time when the doctor derived income from practising as a doctor.

A doctor who practises as a medical practitioner only in the public sector during the Policy Period (and thereby earns no income from private practice) is not eligible for a PSS payment for that Policy Period if the only contract, or contracts, of insurance the doctor holds with MIGA provides medical indemnity cover only for expenses and/or damages in respect of gratuitous services or both.

d) Electing into the PSS

You may elect into the PSS when you join MIGA or on renewal of your insurance and membership. To elect in at other times the following must be adhered to:

- If you wish MIGA to calculate your entitlement based on your Estimated Income you must provide these details to MIGA in a timely manner so that we can make an application for PSS on your behalf
- If you wish MIGA to calculate your entitlement based on your Actual Income, you must provide these details to MIGA in a timely manner so that we can make an application on your behalf within 12 months after the end of the Policy Period.

e) PSS support calculation

The Basic PSS support calculation

Doctors meeting the basic eligibility criteria qualify for the following PSS support calculation:

80% of the amount by which your Gross Indemnity Costs exceed 7.5% of your Estimated or Actual Income.

PSS support calculation for Rural Procedural General Practitioners

General practitioners who are liable to pay a higher premium for medical indemnity cover for a procedural general practice, and who conduct procedural general practice in an area classified by the Department of Health and Ageing as a Rural, Remote or Metropolitan Area 3-7, qualify for the following PSS support calculation:

75% of the difference between your premium and that of a non-procedural GP in the same income band and state.

This support will not be paid where you are charged a premium higher than the premium charged to non-procedural general practitioners solely because of the performance of non-therapeutic cosmetic procedures.

However, for rural procedural GPs should the application of the basic PSS calculation result in PSS support of greater dollar value, MIGA will apply the basic calculation.

Alternate PSS support calculations

Some groups of doctors may qualify for alternate calculation methods having regard to previous subsidy arrangements under MISS. This is intended to ensure

(continues on next page)

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e) PSS support calculation – continued

that no doctor who has been receiving a subsidy under MISS is disadvantaged by the application of the basic PSS calculation.

Doctors who have been receiving a MISS subsidy will still need to provide a declaration of Estimated Income in order to receive any PSS calculated on the basic calculation where PSS calculated on the basic calculation would result in support of a greater dollar value.

f) Definition of Actual and Estimated Income

Actual Income

For the purposes of PSS, Actual Income is defined as the total of all billings generated by you from all areas of practice for which you require medical indemnity cover for the Policy Period (in your name or for which you are personally liable), including without limitation:

i) Medicare benefits; and

ii) payments by individuals, the Commonwealth Department of Veterans Affairs, workers compensation schemes and third party and/or vehicle insurers; and

iii) income earned for medical practice overseas that is covered by the Policy

whether retained by you or otherwise and before any apportionment of any expenses and/or tax.

If as part of practice, you derive income from any other sources (such as professional fees, incentive payments, etc) this income must be included in the declaration of Actual Income.

Do not include any income which you receive relating to the provision of medical services for which medical indemnity cover is provided by a public sector organisation.

For the purposes of the calculation of PSS, actual income is limited to billings generated by you from the provision of private medical services.

Estimated Income

Estimated Income means a genuine estimate of your Actual Income.

g) Definition of Gross Indemnity Costs

Gross Indemnity Costs means, costs charged to you, or for which you are liable, for the Policy Period, comprising:

- the premium payable to Medical Insurance Australia in respect of private medical services inclusive of any premium discounts and premium for the national ROCS scheme
- membership fees payable to MDASA
- UMP Support Payment (if any)
- any costs payable to another insurer for other retroactive or run-off cover and
- 50% of any risk surcharge charged to you (other than where a Rural Procedural General Practitioner or MISS calculation is used)

but does not include:

- GST
- Stamp Duty
- capital calls
- excess payments or deductibles
- charges imposed by the insurer on you for late payment of any of these costs (including the premium)
- late payment penalties under the Medical Indemnity Act 2002 or
- any amount of premium primarily for a policy that covers the employees of a medical practitioner or an entity that runs a medical practice (being a company, partnership or other entity)
- any component of Gross Indemnity Costs that is for public medical services.

Part 2 – Terms and Conditions of PSS

h) Payment of Gross Indemnity Costs

Payment of the indemnity costs remains your responsibility.

Whilst this responsibility may be satisfied in part by a PSS support from Medicare Australia, should you subsequently become ineligible for a PSS support, you are liable for the full payment of the Gross Indemnity Costs and repayment of any PSS overpayment.

Similarly, should the amount of the PSS support decrease (because Actual Income is reported higher than Estimated Income or because you are ineligible due to factors outlined in paragraph ‘n’), you are liable for the remaining proportion of your Gross Indemnity Costs.

i) Provision of information

By electing to participate in the PSS, you will be agreeing to provide MIGA and Medicare Australia any information required to assess eligibility and administer the scheme, including but not limited to:

- your Estimated Income for the Policy Period
- your Actual Income (in the form of a statutory declaration), for any previous period of insurance (or part of one) if PSS support was made in that period
- the costs payable to other insurers for run-off cover or retroactive cover for any previous period of insurance which are payable by you during the current Policy Period
- your medical specialty
- your provider number(s) and
- whether you practise in an area classified by the Department of Health and Ageing as a Rural, Remote or Metropolitan Area (RRMA 3-7).

If you wish to have PSS support applied to your medical indemnity invoice at the beginning of the Policy Period, you must provide a declaration of Estimated Income to MIGA in a timely manner so that MIGA can make an application for PSS on your behalf. A declaration of Actual Income must be provided within 12 months of the end of the Policy Period. Failure to provide a declaration of Actual Income within 12 months of the end of the Policy Period to which a PSS support payment relates will mean that you cease to be eligible for PSS support for that Policy Period and you will be required to pay the full Gross Indemnity Costs to MIGA.

j) Provision of information by those doctors eligible for MISS

If you are eligible for the MISS calculation you may also be eligible for one of the other PSS calculation methods (see paragraph 't' page 35). In determining the amount of support you may receive a comparison between the methods of calculation will be made.

If one of the other methods provides a higher benefit this will be used as the amount of support provided information relating to income is supplied. If income information is not supplied then only the MISS calculation can be used.

k) Participation in risk management programs

If you elect to participate in the PSS, receipt of a PSS benefit is subject to you undertaking agreed risk management activities. This is a Federal Government requirement.

We have determined that enrolment in and completion of any activities in the 2009/2010 IRM Program equivalent to at least 4 IRM Points will be satisfactory for the purpose of meeting this requirement and receiving the Commonwealth PSS benefit. For details please refer to the 2009/2010 IRM Program Booklet.

If you receive a PSS benefit applicable to the 2009/2010 Policy Period and do not comply with the above requirements, you must repay any PSS benefit received. In the event you do not repay a PSS benefit as and when it falls due:

- you will not be eligible to participate in the PSS; and
- it may affect your entitlement to insurance from MIGA,

both now and in the future.

To receive the full benefits of the IRM Program and a premium discount, members must complete a broader range of risk management activities and achieve the required points for the IRM Program, as outlined in the 2009/2010 IRM Program Booklet.

l) Participation in information sharing and confidentiality

By electing to participate in the PSS, you agree to the sharing of your personal information between MIGA, the Department of Health and Ageing, and Medicare Australia.

MIGA, the Department of Health and Ageing and Medicare Australia may also be required to disclose personal information to APRA, by law, for public accountability reasons, including a request for information by parliament or a parliamentary committee, or to meet other reporting requirements. Wherever practicable, this information will be de-identified prior to disclosure.

MIGA acknowledges its responsibilities in the proper handling of personal information it collects and holds and will not do any act or engage in any practice that would breach an information privacy principle contained in Section 14 of the Privacy Act 1988 as amended.

A copy of MIGA's privacy policy is available upon request or at our website *www.miga.com.au* .

m) Participation in audits

By electing to participate in the PSS, you agree to participate in audits in relation to your stated income and other information provided by you under the scheme.

n) Factors affecting a doctor's eligibility

Regardless of whether you meet the eligibility criteria specified in paragraph 'c', you may cease to be eligible for a PSS support in the current or future Policy Periods if:

- MIGA or Medicare Australia know, or have reason to believe, that you have provided inaccurate information
- you have not provided information to MIGA on Actual Income in the time specified by Medical Insurance Australia
- you have not repaid to MIGA an overpayment of a PSS support payment within the timeframe specified by Medical Insurance Australia
- you have an outstanding debt to another insurer for overpayment of a PSS subsidy for a previous Policy Period
- you fail to pay a UMP Support Payment (if liable) within the time specified by MIGA or Medicare Australia or
- you have failed to participate in and/or complete risk management programs that are considered by MIGA to be appropriate and designed to assist you to identify risks and implement appropriate risk mitigation strategies.

If you are deemed no longer eligible for the PSS you are liable for the full amount of the Gross Indemnity Costs.

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n) Factors affecting a doctor's eligibility – continued

If you applied to the Department of Health and Ageing prior to 30 June 2004 and obtained a subsidy under the MISS, you only remain eligible for that calculation method if you continue to practise in the same specialisation (unless on leave for less than 12 months).

A change in specialty after 1 July 2004 will mean the MISS calculation will no longer be applicable.

o) Medical practice outside Australia

If you practise as a medical practitioner outside Australia for a total of six months or more during the Policy Period you will not be eligible for PSS.

The six month period includes leave taken in the ordinary course of medical practice (such as holiday or illness) but does not include any other absence from practice as a medical practitioner.

If you practise outside Australia during the Policy Period for one of the following reasons this practice is taken to be practice in Australia for PSS purposes:

- where you are on a sporting, cultural or official tour (only if it involves Australian citizens)
- where you are undertaking aid work.

p) Change of insurance details or Estimated Income

While participating in the PSS you are required to advise MIGA if your Estimated Income or any other insurance details change. This includes a change in Category, retirement or resignation from MIGA.

Upon receipt of this advice, MIGA will recalculate the Gross Indemnity Costs payable (if required) and revise the PSS support due. This revision may result in one of the following:

- you are now eligible for PSS support and, since you have already paid the full indemnity costs, PSS support will be made by MIGA directly to you, or
- you are entitled to a refund of overpaid premium, or
- you will be required to pay additional premium, offset by PSS support, or
- you are no longer eligible for PSS support and are required to pay the full amount of all indemnity costs from the point at which you became ineligible.

Within 12 months of the end of the Policy Period, you will be required to provide MIGA with confirmation of your Actual Income in the form of a statutory declaration. At this time, MIGA will again revise the PSS support due and any of the above scenarios may apply.

If you have any queries on how changes in your insurance category or professional details may affect your PSS support calculation, please contact us.

Please note that where any change requires an adjustment to your PSS payment of less than $100.00, MIGA may not process such an adjustment midterm.

q) The administration fee

MIGA receives an administration fee from the Commonwealth to reimburse us for the implementation and ongoing costs of administering the PSS.

Apart from receiving such reimbursement, MIGA does not receive commission or benefits, and makes no charge upon you for administration of the scheme.

r) GST and Stamp Duty

PSS support does not include or attract GST or stamp duty.

UMP Support Payments do not include or attract GST or stamp duty.

You are liable for the full amount of GST and stamp duty payable on your Gross Indemnity Costs.

s) Dispute resolution

If you have any complaints about the insurance product or related services provided by MIGA you should contact us immediately and refer to the dispute resolution information in our Combined FSG/PDS.

Matters relating to decisions or actions of the Department of Health and Ageing or Medicare Australia should be referred to those bodies and not MIGA.

t) Alternate PSS calculations – MISS

Specialisation	PSS Support Calculation	Applies to
Procedural GP	PSS support is equal to 50% of the difference between your premium and that of a non-procedural GP in the same income band and State.	General Practitioners who: • prior to 30 June 2004, applied to the Dept of Health and Ageing and obtained a subsidy under the MISS • are liable to pay a higher premium for medical indemnity cover than a non procedural GP for procedural general practice unless that higher premium is solely because of the provision of non-therapeutic cosmetic procedures and • continue to work as a procedural GP (unless on leave for less than 12 months).
Procedural GP Registrar	PSS support is equal to 80% of the difference between your premium and that of a non-procedural GP in the same income band and State.	General Practitioner Registrars who: • prior to 30 June 2004, applied to the Dept of Health and Ageing and obtained a subsidy under MISS • are liable to pay a premium for medical indemnity cover than a non procedural GP for procedural general practice unless that higher premium is solely because of the provision of non-therapeutic cosmetic procedures and • continue to work as a procedural GP Registrar (unless on leave for less than 12 months).
Rural Specialist Obstetrician	PSS support is equal to 80% of the difference between your premium and that of a Gynaecologist in the same income band and State.	Specialist Obstetricians who: • prior to 30 June 2004, applied to the Dept of Health and Ageing and obtained a subsidy under MISS • continue to work as a Specialist Obstetrician (unless on leave for less than 12 months) and • conduct Specialist Obstetrician work in an area classified by the Dept of Health and Ageing as a Rural, Remote or Metropolitan Area 3-7.
Specialist Obstetrician (non-rural)	PSS support is equal to 50% of the difference between your premium and that of a Gynaecologist in the same income band and State.	Specialist Obstetricians who: • prior to 30 June 2004, applied to the Dept of Health and Ageing and obtained a subsidy under MISS and • continue to work as a Specialist Obstetrician (unless on leave for less than 12 months).
Neurosurgeons	• If the total amount of premium for the premium year is $50,000 or less and the premium of a General Surgeon in the same state and income band is less than $50,000, the PSS support is equal to 50% of the difference in premium • If the total amount of premium is more than $50,000 and the premium of a General Surgeon in the same state and income band is less than $50,000, the PSS support is equal to: – 80% of the amount by which the total amount of premium exceeds $50,000, PLUS – 50% of the difference between $50,000 and the premium of the General Surgeon in the same income band and State • If the total amount of the premium is more than $50,000 and the premium of a General Surgeon in the same State and income band is $50,000 or more, the PSS support is equal to 80% of the difference in premium.	Neurosurgeons who: • prior to 30 June 2004, applied to the Dept of Health and Ageing and obtained a subsidy under MISS and • continue to work as a Neurosurgeon (unless on leave for less than 12 months).

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u) Important Notices in relation to the Premium Support Scheme (PSS)

If at any time you elect to participate in the PSS for the premium period:

- you consent to MIGA receiving payments of PSS benefits on your behalf
- you must provide MIGA with a statutory declaration as to your Actual Income no later than 12 months after the end of the Policy Period
- if you elect to participate in the PSS, receipt of a PSS benefit is subject to you undertaking agreed risk management activities. This is a Federal Government requirement.

  MIGA has determined that enrolment in, and completion of any activities in the 2009/2010 IRM Program equivalent to at least 4 IRM Points will be satisfactory for the purpose of meeting this requirement and receiving a PSS benefit. For details please refer to the 2009/2010 IRM Program Booklet.

  If you receive a PSS benefit for the 2009/2010 Policy Period and you do not comply with these requirements, you must repay any PSS benefit received. In the event you do not repay a PSS benefit as and when it falls due, you will not be eligible to participate in the PSS and it may affect your entitlement to insurance from MIGA, both now and in the future
- you must notify MIGA in writing immediately if your circumstances change during the Policy Period or if you become aware that the information on which your Estimated Income (as defined) was calculated is incorrect
- by providing information on Estimated Income and Actual Income you consent to the personal information contained in the Change of Details or Application Form being used for the purposes of information sharing and audits under the PSS
- your eligibility may be terminated for any non-payment of a UMP Support Payment or Run-Off Cover Scheme payment that you are liable to pay
- overpayment of a PSS benefit (for any reason) will result in you having a liability to pay to MIGA an amount for any underpaid premium (or other costs of obtaining medical indemnity cover) that result from MIGA returning the amount of the overpayment to Medicare Australia
- where information you provide to MIGA is inaccurate or changes and requires an adjustment to your entitlement to a PSS benefit of less than $100.00, you consent to MIGA not processing such an adjustment midterm.

If you do not elect to participate in the PSS now, MIGA will not reduce your premium by any PSS entitlement you may have. You can elect to participate in the PSS later; but

- if you wish MIGA to calculate your entitlement based on your **Estimated Income**, you must provide those details to MIGA in a timely manner so that MIGA can make an application for PSS on your behalf no later than 2 months after the end of the Policy Period; or
- if you wish MIGA to calculate your entitlement based on your **Actual Income**, you must provide those details to MIGA within 12 months after the end of the Policy Period.

Irrespective of when you elect to participate, you must comply with the Important Notices in relation to the PSS detailed above.

Regardless of whether you are entitled to, or receive a PSS benefit, you remain liable at all times to MIGA for payment of the full premium.

Claims Made Insurance and Retroactive Cover

a) Claims made insurance

The Policy offered by MIGA is on a claims made basis. This means the Policy will respond to claims made against you and notified to us in writing during the Policy Period, subject to the Policy terms and conditions.

The Policy will not provide cover in relation to:

- events that occurred prior to the retroactive date specified on the Policy Schedule
- claims first made against you or claims first notified to MIGA after the expiry of the Policy Period even though the event giving rise to the claim may have occurred during the Policy Period
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy or indemnity arrangement
- claims made, threatened or intimated against you prior to the commencement of the Policy Period
- 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 under the Policy
- claims arising out of circumstances noted on the Change of Details Form for the current Policy Period or on any previous Application or Renewal Form
- any matter contained in the Policy exclusions.

However, where you give notice in writing to us of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the Policy Period, the Policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the Policy Period.

b) Retroactive cover

Retroactive cover and your retroactive date

Medical indemnity insurance provided by MIGA covers claims made during the Policy Period for incidents that occur after your retroactive date and before the end of the Policy Period. It is important you note the following:

- Your retroactive date is recorded in your Quotation and/or Policy Schedule
- You are not covered for any claim made against you during the currency of your medical indemnity insurance relating to an incident or circumstance that occurred prior to the agreed retroactive date
- If you were a member of MDASA prior to 1 July 2000 the retroactive date on your insurance Policy will be 1 July 2000. This means the insurance will cover claims made during the Policy Period for incidents that occurred on or after this date, subject to the Policy terms and conditions
- If you were a member of MDASA prior to 1 July 2000, your current insurance and membership arrangements do not affect any prior claims incurred entitlements you have with MDASA
- Different retroactive dates may apply in relation to Category upgrades and other changes to cover. Please refer to any Special Conditions in your Quotation and/or Policy Schedule.

Do you require a change to your retroactive date?

It is important to consider whether you require any changes to your retroactive cover.

The Medical Indemnity (Prudential Supervision and Product Standards) Act requires that we make an offer to you:

- before you enter into the Policy;
- whenever you renew the Policy; and
- before the Policy comes into effect

for retroactive cover for claims that are made against you during the Policy Period in relation to your otherwise uncovered prior incidents.

As a guide, you may require retroactive cover if any of the following circumstances apply:

- Your claims incurred membership with an MDO was not continuous (i.e. you had gaps in your membership)
- You had claims incurred membership with an MDO but you were not a financial member of the MDO at the time you resigned or left. You may not have been a financial member for example, if you did not pay a call, had outstanding subscriptions or you did not resign in accordance with your obligations under the Constitution of the MDO
- You had claims made membership with your prior MDO and did not purchase run-off cover at the time you resigned or left
- You purchased run-off cover at the time you resigned or left your prior MDO on an annually renewable basis, which you have not maintained
- You had a prior period of claims made insurance with an insurer for which you did not effect and maintain run-off cover
- You practised without membership of an MDO and/or without insurance (i.e. you were self insured)
- The nature of your practice has changed in the past but you did not inform your prior MDO or insurer of all relevant changes.

In making you an offer for retroactive cover we will rely on you to advise us:

- if you require retroactive cover;
- the period(s) for which you believe you were uncovered; and
- the nature of your practice during the period(s) you believe you were uncovered.

(continues on next page)

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b) Retroactive cover – continued

If at any time you believe your claims made retroactive date may not be appropriate (because you have become aware that you may have an uncovered prior period that you did not take into account at the time of effecting or renewing your medical indemnity insurance) please contact us so that we can review your requirements for retroactive cover.

If you advise us of an uncovered prior period during the currency of the Policy we will provide you with an offer to amend your retroactive cover mid term.

Contacting MIGA

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The Medical Insurance Group

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