

2009/2010  
Combined Financial Services Guide and  
Product Disclosure Statement  
for medical students



**Medical Indemnity  
Insurance and Membership**

**MIGA**  
The Medical Insurance Group

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**Medical Defence Association of South Australia Limited**  
ABN 41 007 547 588

**Medical Insurance Australia Pty Ltd**  
ABN 99 092 709 629

## Contacting MIGA

**National Free Call:**  
1800 777 156

**24 hour emergency advisory service:**  
(08) 8238 4444

**Facsimile:**  
(08) 8238 4445

**Website:**  
www.miga.com.au

**Email:**  
miga@miga.com.au

To contact any staff member type their name in lower case in the following format:  
[firstname.lastname@miga.com.au]

**Postal:**  
PO Box 1223 Unley DC 5061

**Adelaide Head Office:**  
(08) 8238 4444

**Brisbane:**  
(07) 3025 3259

**Melbourne:**  
(03) 8862 6303

**Sydney:**  
(02) 8860 9525

**Head Office location:**  
Optus House, Level 9  
431-435 King William Street  
Adelaide South Australia 5000

### Important Notice:

*This summary is for guidance only.  
The terms and conditions of the Student Policy issued by Medical Insurance Australia are fully contained in the applicable Policy Wording, Policy Schedule and any applicable endorsements.  
This document does not form part of the Student Policy.*



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

## Defined Terms

- APRA** – Australian Prudential Regulation Authority
- FOS** – Financial Ombudsman Service
- FSG** – Financial Services Guide
- Intern** – Medical practitioner registered as an intern by a medical board in Australia
- Intern Member** – Intern who is a member of MDASA
- MDASA** – Medical Defence Association of South Australia Limited
- Medical Insurance Australia** – Medical Insurance Australia Pty Ltd
- Medical Student** – Student registered in an approved course of medical study in a medical school or university in Australia
- MIGA** – Medical Insurance Group Australia which comprises MDASA and Medical Insurance Australia
- PDS** – Product Disclosure Statement
- Policy Period** – The period of insurance noted on your Policy Schedule
- Policy Schedule** – The certificate issued by us to you confirming details of your insurance arrangements for the Policy Period
- SOA** – Statement of Advice
- Student Member** – Medical Student who is an associate member of MDASA

Throughout this document, reference to:

- “Us”, “our” or “we” means MIGA
- “You” or “your” means a Medical Student who is an associate member of MDASA or is seeking associate membership of MDASA and/or medical indemnity insurance with Medical Insurance Australia
- “Student Policy” means the medical indemnity insurance Student Policy that is issued to you by Medical Insurance Australia



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# Financial Services Regulation

The Financial Services Regulation (Chapter 7 of the Corporations Act) (FSR) provisions is legislation designed to protect consumers of financial services. Medical indemnity insurance is a type of general insurance which is a financial product under the FSR provisions. It came into full effect on 11 March 2004.

For you this means that:

- When we provide you with personal advice in relation to your insurance objectives, financial circumstances or needs we must provide you with a Statement of Advice (SOA) that sets out, amongst other things, the advice and the basis on which it is given
- We are required to provide you with an FSG and PDS before providing you with a financial service, such as providing you with advice or issuing or renewing your insurance.

The FSG and PDS are designed to:

- Provide a wide range of information on the products and services we offer including their features and benefits
- Help you make informed decisions about our products and services.

**The intention of these documents is that consumers are provided with the same type of information about services and products from different providers, which will make it easier for them to make comparisons.**

# Preface

## About MIGA

### About this document

This document will be given to you when we provide you with an offer for insurance and membership with MIGA or when an offer to renew your insurance and membership for 2009/2010 is made.

It applies to our Student Policy which is available for Student Members of MIGA.

It contains our:

- PDS – in Part 1
- FSG – in Part 2.

It is important that you keep this Combined FSG and PDS as it provides comprehensive information on the benefits of your Medical Student insurance and membership arrangements with MIGA. It also provides you with important information about our claims handling processes.

### About the Group

Medical Insurance Group Australia (MIGA) is a national provider of medical indemnity insurance and associated services to doctors, medical students and the medical profession across Australia.

We have worked with and supported the medical profession for over 100 years and our experience with and knowledge of medical issues and the legal system is extensive.

The Group's Head Office is in Adelaide and our branch offices are located in Brisbane, Melbourne and Sydney.

Medical Insurance Australia, our insurance subsidiary, is a well funded, national, licensed, regulated insurance company.

### Group structure

The Group comprises the following two operating companies, which are collectively referred to as MIGA.

Operating company	Key function
Medical Defence Association of South Australia Limited (MDASA) <ul style="list-style-type: none"><li>• A doctor-owned, mutual, non-profit organisation</li><li>• Formed in 1899</li><li>• It has no "shareholders", only doctor and student members</li></ul>	Provides a range of membership services
Medical Insurance Australia Pty Ltd (Medical Insurance Australia) <ul style="list-style-type: none"><li>• A wholly owned subsidiary of MDASA</li><li>• A licensed general insurer</li><li>• Regulated by the Australian Prudential Regulation Authority (APRA)</li></ul>	Provides medical indemnity insurance

### Our vision

Our vision is:

**"To be the leading provider of medical indemnity insurance and related services to the medical profession across Australia, providing confidence through personal care, professional service and high quality insurance and risk management products."**

We want to be known as the insurer that adds value and creates confidence in medical indemnity by:

- Being the best – but not the biggest
- Being competitive – but not the cheapest
- Delivering the best insurance solutions and products
- Maintaining our culture, professionalism, quality and service – as we grow
- Being seen as leaders in the industry.

Our support for and services provided to Medical Students are an important part of this commitment.

### Our commitment to quality and service

In April 2008, MIGA became Australia's first MDO owned medical indemnity insurer to voluntarily adopt the general insurance industry's 2005 Code of Practice (the Code) – even though medical indemnity insurance is exempt from it. We remain the only MDO owned medical indemnity insurer to adopt the Code.

At the same time, we implemented a Service Commitment for the Group to underpin the Code, which includes measurable service standards in support of our goal to provide outstanding service to our members and policy holders.

Adoption of the Code and the development of the Service Commitment reflect our genuine desire to be open, caring and honest in our relationships with our members and policy holders. They also reflect our commitment to be transparent and accountable in all that we do.

**MIGA** – *Study with confidence*

# Part 1 : Product Disclosure Statement

## Section 1 : Student Membership Package

### Introduction

If you are a Medical Student registered in an accredited course of medical study in a medical school or university in Australia which is approved by MIGA, then you can join MIGA as a Student Member.

Medical Student membership provides significant benefits including the opportunity to learn about the legal side of medicine, keep up to date with developments in the medico-legal field and develop a relationship with us, so that when you graduate you are better prepared to face the challenges of your career in medical practice.

It also offers you access to our **free "Student Policy"** which is tailored to the unique needs of Medical Students.

This Combined FSG and PDS does not incorporate details of the insurance cover provided to medical practitioners via our medical indemnity policy for doctors. If you are a medical practitioner this Combined FSG and PDS does not apply to you and you will need to refer to our separate Combined FSG and PDS for doctors.

### Benefits of Student Membership

Medical Student membership of MIGA for the period 1 July 2009 to 30 June 2010 is **free** and provides you with the following benefits:

Benefit	Details				
<b>Medical indemnity insurance</b>	<ul style="list-style-type: none"><li>• <b>Free</b> medical indemnity insurance as a Medical Student for the period 1 July 2009 to 30 June 2010</li><li>• This includes insurance for any elective program or elective scholarship you might undertake where you are required to have your own insurance in place (see details in Section 2)</li></ul>				
<b>Intern insurance</b>	<ul style="list-style-type: none"><li>• <b>Free</b> medical indemnity insurance as an Intern: If you are a Student Member of MIGA and you start your Intern year during the period 1 July 2009 to 30 June 2010 your free Student Policy will expire and be replaced with a separate policy to cover you as an Intern until the next renewal of your arrangements with us on 30 June 2010 (see details in Section 4)</li></ul>				
<b>Bulletins</b>	<ul style="list-style-type: none"><li>• Published bi-monthly and also available via the website</li><li>• Feature articles on risk management, claims management, case studies, key insurance and membership issues, information about MIGA and important medico-legal developments</li></ul>				
<b>Access to the Elective Grants Program</b>	<ul style="list-style-type: none"><li>• As a Student Member you can apply for one of our elective grants</li><li>• These provide up to 5 grants of \$3,500 each to assist students fund an elective and support the community in which they will be working (see details in Section 7)</li></ul>				
<b>24 hour emergency support</b>	<ul style="list-style-type: none"><li>• As a Student Member you have access to our 24 hour emergency support services</li><li>• This caters for urgent situations where medico-legal advice is required in relation to health care treatment you provide as a Medical Student</li><li>• It is available to all Student Members across Australia</li></ul>				
<b>Members' only internet access</b> Provides Student Members with the following services	<table><tbody><tr><td><b>Insurance Services</b></td><td><ul style="list-style-type: none"><li>• On-line access to Certificates of Insurance and Membership</li></ul></td></tr><tr><td><b>Medico-legal Services</b></td><td><ul style="list-style-type: none"><li>• On-line lodgement of claims and circumstance notifications</li></ul></td></tr></tbody></table>	<b>Insurance Services</b>	<ul style="list-style-type: none"><li>• On-line access to Certificates of Insurance and Membership</li></ul>	<b>Medico-legal Services</b>	<ul style="list-style-type: none"><li>• On-line lodgement of claims and circumstance notifications</li></ul>
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<b>Medico-legal Services</b>	<ul style="list-style-type: none"><li>• On-line lodgement of claims and circumstance notifications</li></ul>				
<b>Representation via our Medical Advisory Panel</b>	<ul style="list-style-type: none"><li>• The Panel was established to give all members an opportunity to provide feedback on insurance and membership issues</li><li>• Students who are members of the Panel represent the interests of our Student Members</li></ul>				
<b>Risk management</b>	<ul style="list-style-type: none"><li>• Gives you an opportunity to attend our risk management workshops and access valuable educational material</li></ul>				

**Note:** Student Membership does not count towards the years of continuous insurance and financial membership required by MIGA to qualify for access to long term membership benefits.

## Section 2 : Medical Indemnity Insurance Policy

### a) Introduction

Student Members will receive a **free Student Policy** from Medical Insurance Australia for the period 1 July 2009 (or from a later date depending on when you join) to 30 June 2010.

Our Student Policy has been developed to meet the needs and requirements of Medical Students in Australia and details of the terms and conditions that apply are outlined below.

It is a requirement that you are a Student Member in order to obtain the Student Policy with Medical Insurance Australia.

### b) Our Student Policy

A copy of the Student Policy will be provided at the time you renew or when you join MIGA for the first time.

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

### c) What you are covered for

The Student Policy will cover you for claims made against you during the period 1 July 2009 to 30 June 2010 (or any shorter period) arising out of the following, but only where such activities are undertaken **gratuitously** as a Medical Student (i.e. you do not receive payment for the service).

#### Section 1 of the Student Policy

Cover is provided for Claims, Claim Costs and Expenses arising out of:

- A clinical placement that you are required to undertake as part of your medical studies by your medical school or university
- A voluntary elective or elective scholarship placement undertaken with the prior approval of your medical school or university to advance your medical skills and knowledge in an area directly relevant to your medical study
- For Good Samaritan Acts anywhere in Australia and whilst overseas for an elective placement (except USA) where you provide emergency assistance (e.g. at the scene of an accident), provided:
  - The assistance is for a true emergency situation
  - There is no other indemnity or immunity that applies (e.g. from a State Government or your university)
  - You do not request payment or reward for the service and you do not provide ongoing care.

#### Section 2 of the Student Policy

Cover is provided for Expenses, as outlined in Division 1 Section 2 incurred:

- In responding to complaints to or investigations by a medical board, medical tribunal or other body (other than a tribunal established by a medical school or

university) responsible for the conduct and discipline of Medical Students, but only where you are required to be registered as a Medical Student in the State or Territory in which you are undertaking a clinical placement or elective; and

- For coronial inquiries and criminal investigations and proceedings arising in the course of a clinical placement or elective, should you need legal advice or support.

Cover under Section 1 and 2 is only available if you are not otherwise indemnified or entitled to indemnity for a clinical placement or elective.

### d) Cover for overseas electives

If you undertake a voluntary elective or elective scholarship placement outside Australia during the period 1 July 2009 to 30 June 2010 (or any shorter period) you will automatically be insured for Claims, Claim Costs and Expenses in respect of the voluntary elective or elective scholarship placement and for Good Samaritan Acts committed in the place where you are carrying out the voluntary elective or elective scholarship placement provided:

- The period of the voluntary elective or elective scholarship placement does not exceed 120 days in the Policy Period
- You are not otherwise indemnified or entitled to indemnity for the voluntary elective or elective scholarship placement
- The voluntary elective or elective scholarship placement is not undertaken in the USA or a jurisdiction in which the laws of the USA apply.

We cannot extend the Student Policy to cover voluntary electives or elective scholarship placements in the USA or a jurisdiction in which the laws of the USA apply.

### e) Accessing the free Student Policy

To be entitled to access the **free Student Policy** as a Medical Student for the period 1 July 2009 to 30 June 2010, you must be:

- A Student Member
- Registered in an accredited course of medical study in a medical school or university in Australia for the purpose of obtaining registration as a medical practitioner and which course is approved by Medical Insurance Australia
- Enrolled as a Medical Student by the relevant medical board in the State or Territory in which you are undertaking a clinical placement, voluntary elective or elective scholarship placement (if required by law)
- Under the supervision of a registered medical practitioner during a clinical placement, voluntary elective or elective scholarship placement. This requirement does not apply to the cover provided by us for Good Samaritan Acts.

**f) Limit of cover**

The limit of cover provided by Medical Insurance Australia under the Student Policy for the period 1 July 2009 to 30 June 2010 is as follows:

- Section 1 – \$20,000,000 any one claim and in the aggregate in any one Policy Period for Claims and associated Claims Costs
- Section 2 – \$500,000 any one claim and in the aggregate in any one Policy Period for Expenses.

The above limits are not cumulative which means that the overall aggregate policy limit is \$20,000,000 in any one Policy Period.

Lower Sub-Limits may apply in some situations. If other Sub-Limits do apply they will be detailed in your Policy Schedule.

**g) Your Policy Schedule and Certificate of Insurance and Membership**

As part of our renewal package for 2009/2010 we have provided all existing Student Members of MIGA with a Policy Schedule.

If you join MIGA during the 2009/2010 year, once your Application Form has been accepted we will forward to you a Policy Schedule.

You can also obtain a Certificate of Insurance and Membership on request.

If there are any Special Conditions or Endorsements which apply to your Student Policy, they will be recorded on your Policy Schedule.

**h) What the Student Policy does not cover**

The Student Policy does not provide cover in certain instances and these are set out in the exclusions in the Student Policy and may also be contained within conditions or endorsements.

It is very important you read these exclusions, conditions and additional endorsements and contact us if you have any questions about them.

It is important that we draw your attention to the fact no cover is provided under the Student Policy for Claims, Claim Costs and Expenses (as defined in the Student Policy):

- In respect of which you are indemnified or are entitled to an indemnity from any other source, including your medical school or university, a government, governmental authority, hospital, health service or health authority
- That arise out of a clinical placement, voluntary elective or elective scholarship placement which is not part of your medical studies or for which you are remunerated
- That arise out of a voluntary elective or elective scholarship placement undertaken in the USA or a jurisdiction to which the laws of the USA apply

- That arise out of a Good Samaritan Act outside of Australia, other than in a jurisdiction in which you are undertaking a voluntary elective or elective scholarship placement outside of Australia for which you are insured by Medical Insurance Australia.

If you are unsure whether your Student Policy covers you for an activity you are undertaking then please contact our Client Services Department for advice.

**i) Notification of claims and circumstances**

The Student 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 Student 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 Student 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 1984* provides that if, after the end of the Policy Period, a claim is made against you which arises from facts 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 Student 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 all Medical Students to notify us as soon as they 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 them.

**Note:** The Student Policy does not provide cover for any claims of which you were aware prior to effecting medical indemnity insurance with us. In addition no cover is provided in relation to any circumstances of which you were aware prior to effecting medical indemnity insurance with us with the potential to give rise to a claim in the future.

If you are effecting medical indemnity insurance with us for the first time you must ensure that you report any claims or circumstances to your current insurer prior to expiry of your current insurance.



## Section 3 : Claims Made Insurance and Retroactive Cover

### a) Claims made insurance

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

The Student 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 Student Policy
- claims arising out of circumstances noted on any Student Application for the current Policy Period or on any previous Application Form
- any matter contained in the Student 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 Student 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

Your Student Policy covers you for 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 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
- For Medical Students, it is generally the date you first join MIGA as a Student Member or 1 July 2006, whichever occurs **later**
- The only exception to this is for Medical Students who had insurance for electives with MIGA prior to 1 July 2006. In this case, the Student Policy will be subject to a standard retroactive date of 1 July 2006, other than in relation to cover with MIGA for a prior elective, where the retroactive date shall be the date that applied to the insurance for that elective

- If you are not clear what your retroactive date is, please refer to the date recorded in your 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.

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

- You have undertaken an elective prior to 1 July 2006 for which you need ongoing insurance
- You previously had insurance with another insurer for an elective but did not purchase run-off cover at the time you resigned or left
- You are purchasing run-off cover from a prior insurer for a prior elective – in which case you might want to include cover for such an elective in your Student Policy with MIGA.

We will consider offering you retroactive cover for incidents which may have occurred prior to 1 July 2006 (or a later date if you join after this date) but only in relation to a previous elective which you have undertaken and for which you have arranged insurance.

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 Student Policy we will consider providing you with an offer to amend your retroactive cover mid term.

### c) If you cancel your Student Policy

Cover provided by our Student Policy is on a claims made basis. If you cancel your Student Policy at any time in the future, you may require run-off cover.

Run-off cover insures you for claims made in the future which relate to incidents which may have occurred whilst you had a Student Policy with us.

If you advise us that you do not want the free Student Policy, we will write to you to discuss your requirements in relation to run-off cover.

## Section 4 : Cover for your Intern year

### a) Introduction

MIGA offers a special Category of insurance and membership for Interns, which is **free** and gives them access to a broad range of insurance and membership benefits.

### b) What happens if you start your Intern year during 2009/2010?

If you are a Student Member during the period 1 July 2009 to 30 June 2010 and you commence your Intern year during this period, your free Student Policy with Medical Insurance Australia will automatically expire. We will write to you, but in any event you need to advise MIGA in advance of commencing your Intern year and MIGA will offer to provide you with medical indemnity cover at no cost to you from the time you commence as an Intern to the expiry of the Policy (i.e. 30 June 2010). The terms of this medical indemnity cover will be set out in a separate policy and we will provide you with a separate Combined FSG and PDS that explains the features of the cover.

This means that if:

- You have a Student Policy from 1 July 2009 to 30 June 2010 (or any shorter period), and
- You start your Intern year on 1 January 2010 (for example)

then your Student Policy will automatically expire and you will be offered replacement medical indemnity insurance to cover your practice as an Intern from this date, expiring on 30 June 2010, at **no charge to you**.

### c) Your limit of cover as an Intern

If your Student Policy is replaced with insurance to cover your practice as an Intern during the 2009/2010 Policy Period, your limit of cover under your new policy will be as follows from the date we record you have started your Intern year:

- Section 1 – \$20,000,000 any one claim and in the aggregate in any one Policy Period for Claims and Claim Costs
- Section 2 – \$1,000,000 any one claim and in the aggregate in any one Policy Period for Expenses.

The above limits are not cumulative which means that the overall aggregate policy limit is \$20,000,000 in any one Policy Period.

Lower Sub-Limits may apply in other situations. If other Sub-Limits do apply they will be detailed in the Policy Schedule that is issued with your new policy.

### d) What you are covered for as an Intern

The nature and extent of the insurance that is offered to you as an Intern will be set out in a Combined FSG and PDS and policy wording that we will provide to you.

As an Intern, insurance cover will be provided for claims made against you during the period 1 July 2009 to 30 June 2010 within our Category "Employer Indemnified Intern". The insurance will be provided on the same terms and conditions as our standard policy for doctors covering:

- Expenses in relation to claims 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 as an Intern

- Claims arising out of Good Samaritan Acts and Gratuitous Advice.

Details of the cover will be provided at the relevant time in a separate Combined FSG and PDS and policy wording but a summary of the cover is set out below:

Section	Cover
<b>Division 1 Section 1 – Indemnity for claims and/or circumstances arising out of the practice of medicine within the Category</b>	Provides cover for: <ul style="list-style-type: none"> <li>• Damages and claims for compensation</li> <li>• Legal costs and expenses incurred in defending claims</li> </ul>
<b>Division 1 Section 2 Part A – Specific Expenses and Part B – General Expenses</b>	Provides cover for: <ul style="list-style-type: none"> <li>• legal costs and expenses incurred in responding to complaints</li> <li>• investigations or proceedings; and</li> <li>• other Practice matters</li> </ul>

### e) What you are not covered for as an Intern

The Student Policy does not cover you for practice as an Intern and expires immediately upon your commencement as an Intern.

The policy that will be issued to you when you commence as an Intern does not provide cover in certain instances and these are set out in the exclusions in the relevant policy wording.

It will be very important you read these exclusions and contact us if you have any questions about them.

Under our Category for Interns, you are not insured for Claims, Claim Costs and Expenses (as defined in the separate policy):

- 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.

### f) Replacing your Student Policy with Intern cover

We will contact all Student Members in December 2009 to confirm whether they are graduating and starting their Intern year, and if so, we will then issue them with a new insurance policy covering them as an Intern. This policy will replace the Student Policy which will expire immediately when the Student Member commences as an Intern. This policy will be provided at no additional charge and will expire on 30 June 2010.

Student Members who commence as Interns in Australia and who wish to continue their insurance and membership with MIGA will become Intern Members.

Prior to renewal in 2010, we will contact all Student Members and Intern Members to clarify their ongoing insurance requirements beyond 30 June 2010.

#### **g) Free membership as an Intern**

As an Intern Member, you will be provided with free membership of MDASA for the period 1 July 2009 to 30 June 2010.

In order to be entitled to access free membership and insurance as an Intern Member 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.

#### **h) What happens if you cease your Intern year without completing it?**

The consequences of ceasing your Intern year before completing it are the same as for doctors ceasing practice as set out in the separate Combined FSG and PDS and policy wording that will be issued to you as an Intern. In summary:

- Both your membership of MDASA and your insurance with Medical Insurance Australia will be cancelled from the date you cease your practice as an Intern
- Medical Insurance Australia will provide you with run-off cover for claims made during the balance of the policy period arising from incidents that occurred during your practice as an Intern
- Medical Insurance Australia will offer to provide you with run-off cover for claims made after the expiry of the policy period.

#### **i) What happens if you cancel your MDASA Intern membership?**

The consequences of ceasing to be an Intern Member are also set out in the separate Combined FSG and PDS and policy wording that is issued to Interns. Those consequences are the same as for those who cease their Intern year without completing it.

## Section 5 : Renewal of your Insurance and Membership

### a) Renewal package

Your Student Policy and membership with MIGA expires at midnight on 30 June each year.

Prior to renewal each year, we will forward to you a renewal package.

For the 2009/2010 year, your renewal package as a Student Member includes the following important documents:

- Covering letter
- Policy Schedule
- Combined FSG/PDS
- Student Policy.

If you do not receive any of the above documents, please contact our Client Services Department.

### b) What if you are no longer a Medical Student?

If you are no longer a Medical Student, this package does not apply to you.

Please contact our Client Services Department and we will update your details and issue you with a new renewal package appropriate to your current circumstances.

### c) Your Policy Schedule

If you are already a Student Member, we will provide you with a Policy Schedule with your renewal package. If you join during the year, you will be issued with a Policy Schedule at time of joining.

It is important you check your Policy Schedule carefully, in particular to ensure that you are correctly recorded as a Medical Student.

We recommend that you file your Policy Schedule with your Student Policy and keep the documents for future reference.

If you are in any doubt about the scope of cover, please contact us.

## Section 6 : General Administration

### a) How to join MIGA as a Student Member

Applying to become a Student Member and to be issued with medical indemnity insurance by Medical Insurance Australia is easy.

It's simple – complete the MIGA Student Application Form available via our website [www.miga.com.au](http://www.miga.com.au) or contact our Client Services Department on Free Call 1800 777 156 or 08 8238 4444 to request an Application Form.

It is important that you consider our Student Policy in conjunction with the Combined FSG and PDS 2009/2010 for Medical Students. You should consider the Product Disclosure Statement in deciding whether to accept our offer of the free Student Policy.

### b) Your duty of disclosure

When completing your Application Form, you have an obligation to fully disclose all information relevant to our decision to insure you and a duty to answer all questions on the Application Form. It is important you read your Duty of Disclosure as outlined in Section 9 and make sure you accurately and correctly answer all questions on your Application Form. If proper disclosure is not made, your Student Policy may be cancelled, or the benefits reduced.

### c) When does your cover start?

Once we receive your Application Form we will assess it within 2 working days and you will receive confirmation of your insurance and membership within 7 working days of receipt of the Application Form unless we require additional information or if there are any difficulties with your application.

All applications for insurance and membership are subject to a comprehensive assessment process.

### d) Once your application has been accepted

Once we receive and accept your application to become a Student Member, we will forward you a confirmation letter, your Policy Schedule and policy wording.

### e) Period of insurance and membership

Insurance and membership with MIGA is on an annual basis from 1 July to midnight 30 June each year.

### f) If you cease your medical studies

If you cease your medical studies at any time during the Policy Period, then both your membership of MDASA and your Student Policy with Medical Insurance Australia will be cancelled from the date you cease your medical studies.

As the Student Policy with Medical Insurance Australia is on a claims made basis, you will need to arrange run-off cover to protect you against claims that may be made after you cease your medical studies.

Our Client Services Department would be pleased to help you with this.

### g) If you cancel your MDASA student membership

If you cancel your student membership with MDASA, then both your membership of MDASA and your Student Policy with Medical Insurance Australia will expire from the date you terminate your membership.

As the Student Policy with Medical Insurance Australia is on a claims made basis, you will need to arrange run-off cover to protect you against claims that may be made after you cease your medical studies.

Our Client Services Department would be pleased to help you with this.

### h) What happens when you graduate?

If you are a Student Member of MDASA for the period 1 July 2009 to 30 June 2010 and you commence as an Intern prior to 30 June 2010, your Student Policy will automatically expire. You will become an Intern Member and you will be issued with a separate policy that covers you for practice as an Intern for the balance of the Policy Period to 30 June 2010.

We will contact you in December 2009 to confirm that you are graduating and starting your Intern year, and if so, we will then issue you with a new insurance policy covering you as an Intern. This policy will be provided at no additional charge and will expire on 30 June 2010.

### i) Change in circumstances

You must advise us in writing if your circumstances change during the course of the year as this may impact on your insurance and membership arrangements with us. In particular, you must provide us with written notice if:

- you vary your enrolment in, cease to be enrolled in, or complete your medical studies
- the State or Territory in which you provide health care as a Medical Student changes
- the nature or extent of your clinical placement or elective changes
- your registration with a medical board is terminated, suspended or restricted.

## Section 7 : The Elective Grants Program

### a) Introduction

The Student Elective Grants Program commenced in 2004 with the aim of providing financial support for medical students via an "Elective Grants Program".

The Elective Grants Program provides funding for a number of Medical Students to pursue an elective program in an area of personal interest and/or relevance to their medical studies.

The 2009 Elective Grants Program is open to current Medical Students in Australia who:

- Are Student Members, and
- Wish to undertake an elective program in a developing community and/or country.

### b) Grants for 2009

For 2009 up to five (5) grants of \$3,500 each are available, consisting of:

- **For medical students**  
\$2,000 to assist in funding the Medical Student's elective, including the cost of travel, accommodation and vaccinations.
- **For developing communities**  
\$1,500 to assist in the purchase of medical or other aid for the community you visit as part of your elective.

### c) How to access more information about the Elective Grants

A Brochure and Application Form are available via our website or on request from our Client Services Department.

## Section 8 : Claims and Advice Services

### a) Overview

MIGA provides an extensive medico-legal advice and claims service.

Claims management and assistance is provided by an in-house team of solicitors with significant experience in personal injury and medical indemnity claims. We have an important network of external solicitors based in each State and Territory to assist our in-house team and provide direct support to our members.

We offer a 24 hour, 7 day a week emergency legal advice service to Medical Students anywhere in Australia as we recognise medical emergencies which may have legal consequences can occur at any time.

### b) Our advice service

Our 24 hour emergency legal advice service is an important feature of membership of MIGA.

We assist Medical Students with any enquiries arising out of their conduct as a Medical Student. This is over and above the support provided in relation to claims.

The type of issues for which we provide support include:

- Dealing with unhappy patients
- Dealing with complaints
- Medical Board matters
- Coronial matters
- Responding to subpoenas
- Privacy Act issues.

We encourage our Student Members to call if there is any issue arising from their conduct as a Medical Student and we will promptly assist with their enquiry.

### c) Claims management philosophy

The philosophy of MIGA with respect to claims management is to:

- Ensure the maintenance of the highest possible standard of legal representation in a manner that facilitates early and economic resolution of claims
- Provide personal and comprehensive support to members who are involved in the claims process. We care about the individual needs of members
- Ensure members are informed about pivotal decisions on a claim
- Manage all claims in a consistently fair and equitable manner
- Enable risk management data to be identified and utilised by the membership to reduce or prevent the recurrence of patient injury, and to minimise the risk of litigation and consequential financial exposure.

A disciplined and consistent process for establishing, managing and reviewing case reserves and claims is in place.

### d) Notification of claims

Under the Student Policy with Medical Insurance Australia, Medical Students are required to provide Medical Insurance Australia with written notice of any claim made against them during the Policy Period. This involves advising Medical Insurance Australia of the full details of the incident and the subsequent claim as soon as the Medical Student becomes aware of it and in any event prior to the expiry of the Policy Period.

If a Medical Student does not provide the required notice during the Policy Period then they may not be covered in respect of that claim. It is therefore extremely important that Medical Students ensure that Medical Insurance Australia is advised as soon as they become aware of a claim and that they ensure this notification is made to Medical Insurance Australia **before** the insurance cover expires.

Examples of claims are:

- If you are served with a writ, summons, statement of claim or third party notice
- If a letter from a solicitor or patient has been received.

### e) Notification of circumstances

It is also important that Medical Students note the following in relation to the notification of circumstances during the Policy Period.

The *Insurance Contracts Act 1984* provides that if, after the end of the Policy Period, a claim is made against a Medical Student which arises from facts that they notified to Medical Insurance Australia:

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

then Medical Insurance Australia will provide cover in accordance with the terms and conditions of the Policy in respect of the claim against them even if the claim was made against them after the end of the Policy Period.

We therefore encourage all Medical Students to notify Medical Insurance Australia as soon as they become aware of any circumstance or incident that is not a claim but which has the potential to lead to a claim, whether or not a formal claim is made against them.

Some Medical Students are uncertain about how to identify incidents or circumstances which are likely to become claims. It is impossible to produce a list which will catch all such circumstances, however the following is a useful guide:

- If a patient gives verbal indication of intention to claim
- Where a patient tells you they are unhappy with the result, outcome or treatment and intends to consult a solicitor or make a claim
- An incident has occurred which has led to a significant adverse outcome for the patient leading to a significant permanent disability

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e) Notification of circumstances – continued

- You are concerned about treatment of the patient (even where the patient has not complained).

If you are uncertain about whether to notify, then call us and speak to one of our in-house solicitors to discuss the situation.

We encourage early communication and notification.

Early notification of claims, circumstances and incidents allows us to manage claims and potential claims in an early timeframe. This is always of benefit to the Medical Student. In addition early notification allows MIGA to assess its risks and financial exposures more accurately which builds on the financial security of the organisation.

Please always contact us if there are any issues arising from patient care that we may be able to help you with.

If you would like to contact us about a medico-legal matter or if you need advice, click on the link on our website to send an email message or call and ask to speak to a solicitor in our Medico-legal Department.



## Section 9 : 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 Application Form for the current Policy Period or on any previous Application 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) Cooling-off period

When you receive your Student Policy and Policy Schedule please read the documents carefully. If you decide that your cover does not meet your needs for any reason, you can cancel it by notifying us in writing or electronically within 14 days of the date of inception of your Student Policy. This period is known as the 'cooling-off' period. When we receive your instructions to cancel, we will refund any payments (less any tax that may apply to your premium).

You will not be able to cancel your Student Policy under the cooling-off period provisions if you have made a claim (or notified a circumstance) under your Student Policy during the cooling-off period.

### d) Dispute resolution

If you are not happy with our products or services or you have any complaint about MIGA, we will do our best to resolve the matter in a fair and equitable manner with you.

Our process for resolution of any matters is two tier and is as follows:

#### Internal Dispute Resolution process

- This process enables you to raise any matter or concern with our relevant staff
- Simply contact us and then submit details of your complaint in writing to us
- Where you remain dissatisfied with the initial determination, the CEO will complete a review of the details provided in relation to the dispute and provide an internal determination on the matter within 14 days of receipt of the written confirmation of the dispute details
- Our commitment in terms of how disputes will be resolved and dealt with is as follows:
  - Where the dispute is resolved internally in your favour any action required by MIGA to resolve the matter will be undertaken immediately and we will then consider the matter resolved
  - Where the dispute is resolved internally in favour of the initial determination or supports the initial advice given, this will be communicated in writing to you

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**d) Dispute resolution – continued**

- MIGA will consider each dispute on the basis of the specific facts and documentation surrounding the dispute. MIGA is committed to acting with fairness and objectivity at all times when dealing with a dispute and the insured lodging it.

**External Dispute Resolution process**

If you are not satisfied with the steps taken by us to resolve your complaint or you are not comfortable with the resolution, you can seek assistance from the Financial Ombudsman Service (FOS).

The FOS is an independent national body which comprises the Banking and Financial Services ombudsman, the Financial Industry Complaints Service and the Insurance Ombudsman Service. The FOS is established to review consumer disputes in relation to banking, insurance and investment disputes.

You can refer an insurance-related dispute to the FOS at no cost to you, but you must refer any matters to the FOS within three months of being advised by us of our decision in relation to the disputed matter through our Internal Dispute Resolution process.

The FOS will only consider insurance matters. It cannot consider matters relating to your membership of MDASA nor any entitlements you may have to discretionary indemnity with MDASA.

Contact information about the FOS is:

Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001  
1300 78 08 08  
Fax: (03) 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Website: [www.fos.org.au](http://www.fos.org.au)

If you would like more information about the FOS, if you have a dispute or would like to make a complaint, we will provide a summary of the process for handling matters through the FOS to you.

Where the FOS terms of reference do not extend to you or your dispute, we will give you information about other external dispute resolution options that may be available to you.

**e) Contacting us**

See 'Contacting MIGA' on page (i).

**f) Privacy**

MDASA and Medical Insurance Australia comply with the Privacy Act and the National Privacy Principles.

MIGA requires the information requested from you in the Application Form to undertake its functions as an insurer and medical defence organisation, under the terms of MDASA's Constitution, Medical Insurance Australia's Student Policy and for your benefit. If you do not declare all the information sought, then the Application Form may not be actioned.

The information you provide in your 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 authorised 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 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.

**g) Other information**

You need to obtain independent tax advice to determine the tax implications of purchasing medical indemnity insurance.

Medical indemnity insurance cannot be on-traded.

# Part 2 : Financial Services Guide

## a) Introduction

This FSG is provided to assist you in making an informed decision about whether to acquire our financial services. It contains information about who we are, how we can be contacted, what services we are authorised to provide to you, how we and other relevant persons are remunerated and details of how you can make a complaint against us. It contains only general information on the financial services we offer.

When we give you advice that takes into account one or more of your objectives, financial situation and needs, we will give you an SOA. The SOA will set out the advice that you have been given and explain the basis for that advice.

We have summarised within this FSG some very important information which **must** be read before you finalise your insurance and membership arrangements with us.

The terms and conditions of the insurance provided by Medical Insurance Australia, including all applicable exclusions, are fully contained in the Student Policy, Policy Schedule and any applicable endorsements. This FSG does not form part of the Student Policy Wording.

## b) Financial services licence

Medical Insurance Australia is licensed as an Australian Financial Services Licensee pursuant to section 913B of the Corporations Act. Medical Insurance Australia's financial services licence number is 255906.

Medical Insurance Australia is licensed to advise and deal in its own medical indemnity general insurance products.

Medical Insurance Australia is a wholly-owned subsidiary of MDASA and MDASA is an authorised representative (rep number 269222) of Medical Insurance Australia under Medical Insurance Australia's licence. MDASA is authorised to provide these services under a binder arrangement, which means that it acts on behalf of and as the agent of Medical Insurance Australia. In providing these services neither MDASA nor Medical Insurance Australia act on your behalf.

MDASA receives a management fee from Medical Insurance Australia to act on behalf of Medical Insurance Australia in giving financial product advice, providing services and issuing products. The management fee is 93% of expenses incurred by MDASA in the areas of employee expense, property rental and fixed asset depreciation.

Medical Insurance Australia has granted MDASA the authority to distribute this FSG on its behalf. Medical Insurance Australia is liable for the FSG and the information contained within it.

MIGA follows a strict policy of recording in file note form all financial product advice given over the phone. A copy of the documentation in relation to such advice given over the phone will be provided, upon written request, within 5 working days of receipt of the request.

## c) What qualifications do our employees have?

We understand that medical indemnity is a complex area and not something that Medical Students deal with every day. That is why our employees who are involved in the sale of insurance products and services are Tier 2 qualified based on FSR requirements. This enables them to provide you with meaningful advice and assistance when you need it.

## d) Selecting the right cover

This Combined FSG and PDS provides information on:

- The services and products offered by MIGA to Medical Students
- Issues you should consider regarding the cover and services we provide.

It is very important all of this information is read before submitting an application for insurance or renewal to ensure our Student Policy and services provide you with what you require in terms of medical indemnity insurance and membership.

Cover under your Student Policy is tailored to meet the needs of Medical Students.

If you are no longer a Medical Student, you need to refer to our separate Combined FSG and PDS and policy wording for Interns or for doctors as the information in this document solely relates to Medical Students.

## e) Dispute resolution

We have in place a formal dispute resolution process, encompassing both internal and external dispute resolution.

Full details are provided in the section titled 'Dispute Resolution' on page 13.

**It is very important that you read the information in this Section to ensure you are fully aware of your rights and our obligations.**

## Contacting MIGA

National Free Call:  
1800 777 156

24 hour emergency advisory service:  
(08) 8238 4444

Website:  
[www.miga.com.au](http://www.miga.com.au)

Email:  
[miga@miga.com.au](mailto:miga@miga.com.au)

### Head Office

Level 9, Optus House  
431- 435 King William Street Adelaide  
PO Box 1223, Unley DC, 5061  
Telephone: (08) 8238 4444  
Facsimile: (08) 8238 4445

### Branch Offices

Brisbane  
(07) 3025 3259

Melbourne  
(03) 8862 6303

Sydney  
(02) 8860 9525

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