

2009/2010
Medical Indemnity Insurance Policy
for medical students



Medical Insurance Australia Pty Ltd

ABN 99 092 709 629

MIGA

The Medical Insurance Group

Applies 1 July 2009 to 30 June 2010

« attach Schedule here

For ease of accessing your current information, we recommend that upon receipt of your Schedule, simply attach it to the inside front cover of this Policy wording booklet

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

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Division 1

Insuring Agreements

1.1 Preamble

Medical Insurance Australia will indemnify the Medical Student for Claims and Claim Costs as set out in Division 1 Section 1 and for Expenses as set out in Division 1 Section 2. Medical Insurance Australia will also indemnify the Medical Student for any automatic extensions in Division 2.

However, the Medical Student must comply with the conditions set out in Division 3 and Medical Insurance Australia will not indemnify the Medical Student for the matters excluded by Divisions 4 and 5.

Certain words used in the Policy have the meanings ascribed to them by Division 6.

Any indemnity provided by Medical Insurance Australia to the Medical Student is provided in consideration of the Medical Student remaining an associate member of MDASA and is subject to the terms and conditions of the Policy and any:

- (a) Aggregate Limit of Indemnity;
- (b) Sub-Limit of Indemnity; and
- (c) Deductible.

Section 1 – Medical Student Practice

1.2 Indemnity for Claims against Medical Student

Medical Insurance Australia will indemnify the Medical Student against legal liability for a Claim first made against the Medical Student and first notified to Medical Insurance Australia in writing during the Period of Insurance and which arises out of the provision by the Medical Student after the Retroactive Date, on a gratuitous basis, of health care treatment, advice or service connected with:

- (a) a Clinical Placement; or
- (b) an Elective.

1.3 Indemnity for Claim Costs

Medical Insurance Australia will indemnify the Medical Student in respect of Claim Costs incurred with the prior written consent of Medical Insurance Australia in the defence or settlement of any Claim covered by the Policy.

1.4 Advances

In respect of the cover provided by Division 1 Section 1, Medical Insurance Australia may advance Claim Costs to the Medical Student prior to the completion (including any appeal) of any proceedings arising from a Claim covered by Division 1 Section 1 on such terms and conditions as Medical Insurance Australia sees fit. In the event that the Medical Student is not entitled to indemnity any Claim Costs advanced to the Medical Student and any interest chargeable will be repaid by the Medical Student to Medical Insurance Australia on such terms and conditions as are specified by Medical Insurance Australia.

Section 2 – Expenses

1.5 Indemnity for Expenses

Medical Insurance Australia will indemnify the Medical Student against Expenses incurred in defending or responding to any of the following matters that arise in connection with Medical Student Practice after the Retroactive Date, the circumstances of which are first notified to Medical Insurance Australia in writing during the Period of Insurance:

- (a) complaints to or investigations or proceedings by a medical board, medical tribunal or other body responsible for the conduct and discipline of the Medical Student (other than a tribunal established by a medical school or university) but only where the Medical Student is required to be registered as a Medical Student in the State or Territory in which Medical Student Practice is conducted;
- (b) coronial inquiries and royal commissions; and
- (c) criminal investigations and proceedings.

1.6 Advances

In respect of the cover provided by clause 1.5, Medical Insurance Australia may advance Expenses to the Medical Student prior to the completion (including any appeal) of any proceedings or other matters covered by clause 1.5, on such terms and conditions as it sees fit, and having regard to its assessment as to whether the Medical Student has reasonable prospects of success in relation to the matter. In the event that the Medical Student is not entitled to indemnity, any Expenses advanced to the Medical Student and any interest chargeable will be repaid by the Medical Student to Medical Insurance Australia on such terms and conditions as are specified by Medical Insurance Australia.

Conditions Applicable to Section 2

1.7 Preconditions to cover

Medical Insurance Australia will not be liable to meet any Expenses under Division 1 Section 2 in relation to any matter instigated by the Medical Student (including an appeal or the defence of an appeal against a judgment or decision of a court or tribunal) unless:

- (a) in the case of an appeal or response to an appeal, the Medical Student has given Medical Insurance Australia 7 days' written notice prior to first making the appeal or lodging any defence or response to the appeal;
- (b) in any other case, the Medical Student has given Medical Insurance Australia 28 days' written notice prior to first taking any steps in the proceedings or issuing any process; and
- (c) in each case, Medical Insurance Australia has formed the opinion that there are reasonable prospects of success in relation to the matter.

If Medical Insurance Australia has not formed an opinion as required by paragraph (c) prior to the time on which an appeal must be made, a defence lodged, a response made to an appeal or the time by which the first steps in proceedings or the issue of process must be done then Medical Insurance Australia will not be taken to have formed a favourable view unless it does so subsequently.

1.8 Criminal convictions

If the Medical Student is found guilty of, or admits, any crime then the cover provided by Division 1 Section 2 will not apply to the Medical Student (including in relation to any appeal) and any moneys advanced by Medical Insurance Australia under this provision will immediately become due and payable to Medical Insurance Australia.

1.9 Representation

Medical Insurance Australia may, at its absolute discretion, direct that the Medical Student retain a lawyer, nominated by Medical Insurance Australia, to act on behalf of the Medical Student in relation to circumstances that may give rise to an entitlement to indemnity under Division 1 Section 2, in which event the Medical Student will retain the nominated lawyer to act on its behalf and will provide all information, documents and assistance reasonably required by the lawyer.

1.10 Reasonable prospects of success

Medical Insurance Australia may, at its absolute discretion, elect not to indemnify the Medical Student for the whole or part of its Expenses if the Expenses relate to a matter that may give rise to an entitlement to indemnity under Division 1 Section 2 and which Medical Insurance Australia believes the Medical Student is more likely than not to be unsuccessful in pursuing or defending. In the event that Medical Insurance Australia makes such an election, Medical Insurance Australia will indemnify the Medical Student for its Expenses that relate to such matter up to the date of the election but if the Medical Student successfully pursues or defends the matter Medical Insurance Australia will indemnify the Medical Student for such part of its Expenses as is reasonable having regard to the Expenses incurred, the outcome sought by the Medical Student and the actual outcome of the matter.

Division 2

Automatic Extensions

2.1 Preamble

Unless otherwise expressly provided, for each clause in this Division that is listed as included in the Schedule, Medical Insurance Australia agrees to provide indemnity against:

- (a) legal liability for any Claim first made against the Medical Student and first notified to Medical Insurance Australia in writing during the Period of Insurance that arises from Medical Student Practice after the Retroactive Date (or, under clause 2.2, a Good Samaritan Act occurring after the Retroactive Date); and
- (b) Expenses incurred in defending or responding to any matter referred to in clause 1.5 that arises in connection with Medical Student Practice after the Retroactive Date (or, under clause 2.2, a Good Samaritan Act occurring after the Retroactive Date), the circumstances of which are first notified to Medical Insurance Australia in writing during the Period of Insurance.

2.2 Good Samaritan Acts

Medical Insurance Australia agrees to indemnify the Medical Student against legal liability for any Claim and against Expenses incurred in relation to a Good Samaritan Act occurring:

- (a) within the Commonwealth of Australia; or
- (b) in any other place, where the Medical Student is outside the Commonwealth of Australia for the purpose of an Elective for a period not exceeding 120 days during the Period of Insurance.

Note: Under clause 4.21, no cover is provided for Good Samaritan Acts in the United States of America.

2.3 Electives outside the Commonwealth of Australia

- (a) Where the Medical Student is outside the Commonwealth of Australia for the purpose of an Elective for a period not exceeding 120 days during the Period of Insurance, Medical Insurance Australia will indemnify the Medical Student against legal liability for any Claim which arises from Medical Student Practice in connection with that Elective.
- (b) Where the Medical Student is outside the Commonwealth of Australia for the purpose of an Elective for a period not exceeding 120 days during the Period of Insurance, Medical Insurance Australia will indemnify the Medical Student against Expenses incurred in defending any complaint to or investigation or proceeding by a medical board, medical tribunal or other body responsible for his or her conduct and discipline which arises from Medical Student Practice in connection with that Elective.

Note: Under clause 4.21, no cover is provided for Medical Student Practice in the United States of America.

2.4 Advice and advisory assistance

Medical Insurance Australia will provide to the Medical Student advice and advisory assistance in respect of any cover provided to the Medical Student under the Policy. Where the Medical Student is in Australia and requires emergency medico-legal assistance, the advice and advisory assistance will be made available 24 hours a day.

2.5 Continuous cover

- (a) If:
 - (i) a Claim could have first been notified to Medical Insurance Australia under an earlier medical indemnity insurance policy issued by Medical Insurance Australia;
 - (ii) the Medical Student provides Medical Insurance Australia with written notice of the Claim during the Period of Insurance; and
 - (iii) Medical Insurance Australia has been the insurer of the Medical Student under a medical indemnity insurance policy continuously between the date on which the Claim could have first been notified and the date on which the notification was in fact given,
 Medical Insurance Australia will treat the notification of the Claim as a notification under the Policy during the Period of Insurance.

(continued on page 4)

- (b) The terms and conditions of the Policy (including any limits of indemnity and deductible) applicable to a Claim notified under paragraph (a) will be the terms and conditions applicable to the Medical Insurance Australia medical indemnity insurance policy under which the notification could have first been given.

2.6 Commencement of practice as an Intern

If, during the Period of Insurance, the Medical Student provides health care treatment, advice or service as an Intern, the Policy expires without requiring any election or notice by Medical Insurance Australia.

If the Medical Student has given prior written notice to Medical Insurance Australia of an intention to provide health care treatment, advice or service as an Intern during the Period of Insurance, Medical Insurance Australia will offer to provide medical indemnity cover to the Medical Student for practice as an Intern until the end of the Period of Insurance for no additional premium. The terms of that medical indemnity cover will be contained in a separate policy issued by Medical Insurance Australia.

Division 3

Conditions

Claims conditions

3.1 Claim notification

The Medical Student must provide written notice of each Claim and each intention to seek indemnity under any other cover provided by the Policy by providing particulars of the Claim or matter in respect of which indemnity is sought to Medical Insurance Australia as soon as possible and, in any event, during the Period of Insurance.

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

- in writing;
- as soon as reasonably practicable after the Medical Student became aware of them; and
- before the end of the Period of Insurance

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

Medical Insurance Australia continues to encourage all Medical Students to notify any circumstance or incident which has the potential to lead to a claim as soon as they become aware of the circumstance or incident.

This note is for information purposes only and does not form part of the Policy.

3.2 Other insurance

In the event of:

- (a) a Claim;
- (b) the Medical Student incurring Expenses; or
- (c) circumstances which might give rise to an entitlement to indemnity under the Policy,

the Medical Student will provide written notice to Medical Insurance Australia of any other insurance or indemnity under which the Medical Student is entitled to a benefit in respect of the event referred to above.

Note: Under clause 4.23, no cover is provided if the Medical Student is entitled to indemnity from another source.

3.3 Admission or limitation of liability

The Medical Student must not admit liability for, compromise or assume any contractual liability or agree to reduce or limit the liability of any other party in relation to any Claim or circumstances in respect of which an entitlement to indemnity under the Policy may arise or has arisen without the prior written consent of Medical Insurance Australia, which consent will not be withheld unreasonably. This provision does not apply to any apology or expression of regret that an applicable statute specifies will not constitute an admission of liability.

3.4 Conduct of Claims

- (a) Medical Insurance Australia may, at any time and in the name of the Medical Student, take over the conduct of any Claim.
- (b) Medical Insurance Australia will take into consideration the views of the Medical Student in relation to the conduct of any Claim but Medical Insurance Australia will have full discretion in the conduct and settlement of any Claim.
- (c) If the Medical Student does not agree with a proposal by Medical Insurance Australia to settle a Claim, then the Medical Student will be entitled to conduct the defence of the Claim but Medical Insurance Australia will not be liable to indemnify the Medical Student for any amount greater than the amount of money for which Medical Insurance Australia could have settled the Claim, plus the Claim Costs to the date on which the Medical Student elected to contest the Claim, less the Deductible.

3.5 Subrogation

- (a) Medical Insurance Australia may, in the name of the Medical Student, pursue a right of contribution or indemnity that the Medical Student may have against any other person whether or not Medical Insurance Australia has paid any or all of a claim or other amounts covered by the Policy.
- (b) The Medical Student must not, without the prior written consent of Medical Insurance Australia, engage in any conduct that has the effect of excluding, restricting or modifying any right of recovery that Medical Insurance Australia may have against another party.

3.6 Claims co-operation – mitigation

The Medical Student will do, and allow to be done, everything reasonably practicable to reduce or avoid liability in respect of a Claim or circumstances which may give rise to an entitlement to indemnity under the Policy.

3.7 Claims co-operation – assistance

The Medical Student will provide Medical Insurance Australia, or any party that Medical Insurance Australia nominates, with all information, documents and assistance reasonably required by Medical Insurance Australia:

- (a) in relation to the investigation, defence or settlement of a Claim or circumstances which may give rise to an entitlement to indemnity under the Policy;
- (b) in relation to the pursuit of a subrogated right by Medical Insurance Australia; and
- (c) in order for Medical Insurance Australia to ascertain its liability to indemnify the Medical Student under the Policy

and Medical Insurance Australia will not indemnify the Medical Student for the costs of complying with this condition except to the extent that such costs are Claim Costs or Expenses.

General conditions

3.8 Limit of indemnity

- (a) Medical Insurance Australia's liability to the Medical Student for any one and all Claims, Claim Costs and Expenses (including any automatic extensions and optional extensions) under the Policy will not exceed the Aggregate Limit of Indemnity. Any payment by Medical Insurance Australia to a party in respect of a matter that might give rise to a Claim is taken to be a payment made to settle a Claim.
- (b) Medical Insurance Australia's liability to the Medical Student for any one and all Claims, Claim Costs and Expenses (including any automatic extensions and optional extensions) under the Policy to which a Sub-Limit of Indemnity applies will not exceed the Sub-Limit of Indemnity.

3.9 Multiple policies

Where the Medical Student has an entitlement to indemnity under more than one policy issued by Medical Insurance Australia, Medical Insurance Australia's liability to the Medical Student under all policies will not exceed the lesser of the Aggregate Limit of Indemnity and the lowest aggregate limit of indemnity under any other policy issued by Medical Insurance Australia.

3.10 Deductible

Medical Insurance Australia will only indemnify the Medical Student for that part of a Claim, Claim Costs or Expenses (including any indemnity under any automatic extension or optional extension) that exceeds the Deductible.

3.11 Deductible – repayment

If Medical Insurance Australia pays an amount pursuant to an entitlement to indemnity under the Policy that includes a part of or all of the Deductible, or if Medical Insurance Australia believes that such a payment may be necessary to dispose of a Claim, the Medical Student will pay the Deductible, or equivalent part thereof, to Medical Insurance Australia upon request or within 14 days of request.

3.12 Deductible – costs inclusive

If the Schedule states that the Deductible is inclusive of costs and expenses, the Medical Student will indemnify Medical Insurance Australia for Medical Insurance Australia's reasonable Claim Costs or Expenses, up to the amount of the Deductible, but the Medical Student will not indemnify Medical Insurance Australia for any costs incurred in determining Medical Insurance Australia's liability to indemnify the Medical Student.

3.13 Multiple Claims and Expenses

All Claims and Expenses arising from any of the following will be treated as a single Claim or Expense to which one Deductible and Aggregate Limit of Indemnity or Sub-Limit of Indemnity will apply:

- (a) a related course of treatment to a single person;
- (b) all inappropriate conduct involving a single person; or
- (c) the provision of health care treatment, advice or service to any one woman and her unborn child or children in relation to all injuries, illnesses or symptoms suffered by them in relation to the pregnancy of the woman and the birth of the child or children.

3.14 Material change in risk

The Medical Student will provide immediate notice to Medical Insurance Australia of any temporary or permanent material change to the Medical Student or to Medical Student Practice during the Period of Insurance including, but not limited to:

- (a) the Medical Student varying their enrolment in, ceasing to be enrolled in, or completing a course of medical study;
- (b) the Medical Student commencing as an Intern;
- (c) the Medical Student being declared bankrupt;
- (d) change to the State or Territory in which Medical Student Practice is conducted;
- (e) change in the nature or extent of a Clinical Placement or Elective; or
- (f) de-registration, suspension or restriction of the Medical Student's registration with a medical board.

3.15 Cancellation – Medical Insurance Australia

Medical Insurance Australia may cancel the Policy as permitted by the *Insurance Contracts Act 1984* and the Policy will immediately expire without requiring any election or notice by Medical Insurance Australia if the Medical Student ceases to be:

- (a) an associate member of MDASA; or
- (b) enrolled in an accredited course of medical study in a medical school or university for the purpose of obtaining registration as a medical practitioner and which course is approved by Medical Insurance Australia.

3.16 Preconditions to cover

The Policy will not come into force unless and until:

- (a) the Medical Student has provided to Medical Insurance Australia a completed application for insurance;
- (b) Medical Insurance Australia has accepted the application for insurance;
- (c) the Medical Student is registered as an associate member of MDASA on or prior to the first date of the Period of Insurance specified in the Schedule;
- (d) the Medical Student is enrolled in an approved course of medical study in a medical school or university in Australia and, if required by law, is registered as a medical student by the medical board in the State or Territory in which Medical Student Practice is conducted.

Note: Where (a) and (b) above apply but where the Medical Student becomes an associate member of MDASA after the first date of the Period of Insurance specified in the Schedule, Medical Insurance Australia may agree to issue the Policy effective retrospectively but otherwise the Medical Student has no entitlement to indemnity from Medical Insurance Australia.

3.17 Assignment

The Medical Student may not assign its interest in the Policy.

3.18 Notice

A requirement of the Policy that the Insured provide written notice to Medical Insurance Australia may be satisfied by the Insured providing written notice to:

Medico-legal Department
MIGA
Level 9, Optus House
431-435 King William Street
Adelaide SA 5000

3.19 Agency

In arranging the Policy, MDASA will be acting under an authority given by Medical Insurance Australia to arrange the Policy and MDASA will be arranging the Policy as agent of Medical Insurance Australia and not of the Medical Student. In dealing with or settling a claim under the Policy, MDASA will be acting under an authority given by Medical Insurance Australia to deal with or settle the claim and MDASA will be dealing with or settling the claim as agent of Medical Insurance Australia and not of the Medical Student.

3.20 Jurisdiction

The Policy is governed by the law of South Australia and any dispute relating to the Policy will be determined by the courts of South Australia.

3.21 Severability

A term or condition or part of a term or condition of the Policy that is illegal or unenforceable may be severed from the Policy and the remaining terms and conditions of the Policy, or parts thereof, continue in force.

3.22 Interpretation

The singular includes the plural and vice versa, unless the context otherwise requires. A reference to a person includes a body corporate, an unincorporated body or other entity. Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

Division 4**Exclusions**

Medical Insurance Australia will refuse or reduce a claim for indemnity under the Policy which relates to a Claim, Claim Costs or Expenses:

4.1 Unsupervised Medical Student Practice

other than in respect of a Good Samaritan Act, arising from Medical Student Practice in the course of which the Medical Student was not under the supervision of a registered medical practitioner.

4.2 Prior or pending

other than to the extent that cover is provided under clause 2.5,

- (a) incurred by or made or threatened against the Medical Student prior to the Period of Insurance; or
- (b) arising directly or indirectly from any circumstances that, prior to the Period of Insurance:
 - (i) the Medical Student knew, or that a reasonable person in the position of the Medical Student would have known, may result in an entitlement to indemnity under the Policy; or
 - (ii) have been notified under any prior policy of insurance or for the purpose of seeking indemnity from a medical defence organisation; or
 - (iii) have been disclosed by the Medical Student or ought to have been disclosed by the Medical Student prior to the Period of Insurance.

4.3 Retroactive Date

in any way related to circumstances that occurred prior to the Retroactive Date.

4.4 Fraud, dishonesty, crime, recklessness and intentional acts

in any way related to:

- (a) any dishonest, fraudulent, malicious or criminal act or omission of the Medical Student;
- (b) any reckless act or omission of the Medical Student; or
- (c) intentional breach of statute, contract or duty of care by the Medical Student.

4.5 Contractually assumed liability

in any way related to any duty or obligation assumed under contract by the Medical Student except to the extent that the Medical Student's liability is the same as the Medical Student's liability had the duty or obligation not been assumed.

4.6 Intoxication

other than in respect of Expenses, where the Medical Student was under the influence of drugs or alcohol and that fact was directly related to the act, error or omission that gave rise to a claim under the Policy.

4.7 Transmission of disease

other than in respect of Expenses, in any way related to the transmission of a disease or virus knowingly carried by the Medical Student in circumstances where the Medical Student did not take any or adequate precautions to prevent the transmission of the disease or virus and where Medical Insurance Australia does not accept the adequacy or omission of the precautions as competent Medical Student Practice.

4.8 Fines and penalties

to the extent that the Claim is for exemplary or aggravated damages, fines or penalties including any civil penalty.

4.9 Pollution

in any way related to pollution.

4.10 Occupier's liability and property damage

in any way related to any actual or alleged liability:

- (a) for personal injury arising from the Medical Student's ownership or occupation of real property; or
- (b) for property damage or loss consequent upon property damage.

4.11 Inappropriate Practice

other than in respect of Expenses, in any way related to Inappropriate Practice.

4.12 Discrimination

arising out of any actual or alleged unlawful discrimination, harassment or breach of any equal opportunity law other than to the extent that it relates to complaints or proceedings by persons to whom health care treatment, advice or service is provided in the course of Medical Student Practice.

4.13 Radiation

in any way related to ionising radiations or contamination by radioactivity from any nuclear material except if the circumstances relate to the use of radioisotopes, radium or radium compounds by the Medical Student in the course of Medical Student Practice.

4.14 War and terrorism

in any way related to:

- (a) war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil or military uprisings or government power being taken unlawfully;
- (b) property being taken, damaged or destroyed by a government or public local authority; or
- (c) any act, including but not limited to, the use of force or violence or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government or to put the public, or any section of the public, in fear,

other than in respect of any Claim or Claim Costs arising directly from health care treatment, advice or service provided to persons injured as a result of any of the above.

4.15 Public liability

normally insured under a public liability policy or for which the Medical Student is insured or entitled to be insured by a public liability policy held by the Medical Student.

4.16 Product liability

arising from the manufacture or sale by the Medical Student of any goods or products.

4.17 Trade practice

arising from any contravention of Part IV of the *Trade Practices Act 1974* or any equivalent provision in any State or Territory legislation.

4.18 Medical research

arising from any medical research or clinical trial, whether or not such medical research or clinical trial is related to Medical Student Practice.

4.19 Directorships and committee memberships

- (a) arising from the Medical Student's directorship or membership of, or being an officer of, an external entity or committee being an entity not related to the Medical Student or to Medical Student Practice; or
- (b) arising from an actual or alleged act, error or omission of the Medical Student acting in their capacity as a director, officer or committee member of a corporation.

4.20 Medical Student Practice outside the Commonwealth of Australia

other than in respect of any cover provided under clause 2.2 or clause 2.3, arising from Medical Student Practice conducted outside the Commonwealth of Australia.

4.21 United States of America

- (a) arising from Medical Student Practice or a Good Samaritan Act conducted:
 - (i) in a jurisdiction to which the laws of the United States of America apply; or
 - (ii) to which the laws of the United States of America apply; or
- (b) in any way related to:
 - (i) proceedings commenced or maintained in the United States of America; or
 - (ii) the enforcement anywhere of a judgment or verdict of proceedings commenced or maintained in the United States of America.

4.22 Statutory exclusions

for which Medical Insurance Australia is prohibited or not authorised by law from providing an indemnity including, but not limited to, workers' compensation.

4.23 Other indemnities

for which the Medical Student is indemnified or is entitled to indemnity:

- (a) under a contract of insurance required to be effected by or under a law; or
- (b) from any other source including but not limited to a medical school, university, government, governmental authority, hospital, health service or health authority.

4.24 De-registration and restrictions on Medical Student Practice

in any way related to Medical Student Practice:

- (a) for which the Medical Student was required by law to be registered by a medical board but for which the Medical Student was not registered; or
- (b) in respect of which there was at any relevant time any restriction, limitation or prohibition imposed by any medical board, regulatory authority or judicial authority, where the Medical Student's liability arises from an act, error or omission in breach of that restriction, limitation or prohibition.

4.25 Practice as an Intern

in any way related to the Medical Student providing health care treatment, advice or service as an Intern.

4.26 Publications and authorship

arising out of the conduct by the Medical Student as a publisher or author.

Division 5

Exclusions relating to Claim Costs and Expenses

5.1 Written consent

Medical Insurance Australia will not indemnify the Medical Student for Claim Costs or Expenses incurred prior to, or in the absence of, the written consent of Medical Insurance Australia.

5.2 General exclusions

Medical Insurance Australia will not indemnify the Medical Student for Claim Costs or Expenses in any way related to:

- (a) a dispute with Medical Insurance Australia or MDASA in any way related to a claim under any section of the Policy or any other policy of insurance;
- (b) the Medical Student's failure to provide all reasonable information, documents and assistance required of it by Medical Insurance Australia or its nominees;
- (c) the bankruptcy of the Medical Student;
- (d) a complaint in respect of property damage or loss, other than prostheses, dental attachments, bodily implants or similar items attached to or implanted in the body; or
- (e) a dispute with any medical board, regulatory authority or judicial authority in respect of any restriction, limitation or prohibition after it has been imposed on the Medical Student.

5.3 Other indemnities

Medical Insurance Australia's liability to indemnify the Medical Student for Claim Costs or Expenses is reduced by any amount that the Medical Student receives from any other source in respect of those costs and expenses including any orders in the Medical Student's favour and any indemnity of which the Medical Student has a benefit, including a right to an indemnity under an insurance policy that provides specific cover for the costs and expenses.

Division 6

Dictionary

In the Policy, unless the contrary intention appears:

Aggregate Limit of Indemnity

Means the maximum amount that Medical Insurance Australia is liable to pay or incur in the Period of Insurance in respect of all claims by the Medical Student under the Policy as specified in the Schedule.

Claim

Means:

- (a) the receipt by the Medical Student of any written or oral notice of demand (the *demand*); or
- (b) service on the Medical Student of any writ, statement of claim, summons, application or other originating legal or arbitral process (including any cross claim, counter claim or third party notice) (the *process*),

where the demand or the process claims damages, contribution or indemnity, injunctive or equitable relief.

Claim includes, but is not limited to, a demand or process:

- alleging any defamation by the Medical Student arising from Medical Student Practice;
- alleging a contravention of or seeking relief under a provision of the *Trade Practices Act 1974* or any equivalent provision in any State or Territory legislation arising from Medical Student Practice (other than a matter excluded by clauses 4.8 or 4.17); and
- in respect of legal liability arising from the rendering of emergency first aid assistance to anyone,

but Claim does not include a demand or process:

- arising out of the use or occupation of any premises or any plant or equipment used in the course of Medical Student Practice other than that directly used for the purpose of Medical Student Practice; or
- arising out of any contractual dispute other than in relation to a contract for Medical Student Practice, other than to the extent cover is otherwise expressly provided under the Policy.

Claim Costs

Means any costs and expenses incurred by Medical Insurance Australia or the Medical Student in the investigation or defence of any Claim.

Clinical Placement

Means a clinical placement that the Medical Student is required to undertake by their medical school or university.

Deductible

Means the amount of any claim covered by the Policy which is payable by the Medical Student and which is specified in the Schedule, unless otherwise provided by the Policy.

Elective

Means a voluntary elective or elective scholarship placement undertaken by the Medical Student, with the prior approval of their medical school or university, to advance their medical skills and knowledge in an area directly relevant to their medical study.

Expenses

Means the reasonable costs and expenses (including the reasonable amount of any disbursements) for services provided to the Medical Student in respect of a claim or a matter covered by Section 2 of Division 1 of the Policy or by a clause in Division 2 of the Policy.

Good Samaritan Act

Means the provision of medical treatment or medical advice by the Medical Student:

- (a) in an unforeseen emergency situation;
- (b) where the Medical Student is not, otherwise than by the Policy, entitled to indemnity or immunity from liability in respect of the Claim;
- (c) where the Medical Student makes no request for payment or reward for the medical treatment or medical advice provided; and
- (d) where the Medical Student provides no ongoing medical treatment or medical advice after the emergency situation has passed.

Inappropriate Practice

Means Medical Student Practice by the Medical Student such that Medical Insurance Australia reasonably concludes that the conduct would be unacceptable to:

- (a) the Medical Student's medical school or university or the general body of medical schools and universities; or
- (b) registered medical practitioners responsible for the supervision of medical students undertaking clinical placements, voluntary electives or elective scholarship placements.

Inappropriate Practice includes, but is not limited to, sexual misconduct and conduct by which the Medical Student, knowingly recklessly or negligently, causes or permits another person to engage in Inappropriate Practice.

Intern

Means a medical practitioner registered as an intern by a medical board in the Commonwealth of Australia.

MDASA

Means Medical Defence Association of South Australia Limited (ABN 41 007 547 588), its successors and assigns.

Medical Insurance Australia

Means Medical Insurance Australia Pty Limited (ABN 99 092 709 629), its successors and assigns.

Medical Student

Means the person identified in the Schedule as the Medical Student and who is at all times during the Period of Insurance enrolled 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.

Medical Student Practice

Means the provision by the Medical Student, on a gratuitous basis, of health care treatment, advice or service associated with a Clinical Placement or associated with an Elective.

Period of Insurance

Means the period specified in the Schedule as the Period of Insurance.

Policy

Means:

- (a) the Schedule;
- (b) this document; and
- (c) any endorsement.

Retroactive Date

Means the Retroactive Date specified in the Schedule.

Schedule

Means the schedule forming part of the Policy, signed by Medical Insurance Australia.

Sub Limit of Indemnity

Means the maximum amount, specified in the Policy, which Medical Insurance Australia is required to pay or incur in respect of all liability under any section of the Policy.

Notes

Lined area for taking notes.

NOTES

Contacting MIGA

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MIGA
The Medical Insurance Group

Practise *with confidence*