

Insurance for  
Medical Students

**Combined Financial  
Services Guide and  
Product Disclosure  
Statement**

January 2016



**Medical Defence Association of South Australia Limited**

ABN 41 007 547 588

**Medical Insurance Australia Pty Ltd**

ABN 99 092 709 629

**General Enquiries  
and Client Service**

Free Call 1800 777 156

Facsimile 1800 839 284

**Claims and Legal Services**

(During office hrs and 24hr emergency legal support)

Free Call 1800 839 280

Facsimile 1800 839 281

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

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

**Postal**

GPO Box 2048 Adelaide

South Australia 5001

**Head Office**

Level 14, 70 Franklin Street

Adelaide, South Australia 5000

**Important Notice**

This PDS is for guidance only and entitlements under the Policy are determined in accordance with the terms and conditions of the particular Policy and Policy Schedule which is issued.

The terms and conditions of the insurance provided 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 Policy Wording.

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**APRA**

Means the Australian Prudential Regulation Authority

**FOS**

Means Financial Ombudsman Service

**FSG**

Means Financial Services Guide

**FSR**

Means Financial Services Reform

**Intern**

Means Medical practitioner registered as an intern by the Medical Board of Australia

**Intern Member**

Means Intern who is a member of MDASA

**MDASA**

Means Medical Defence Association of South Australia Limited

**Medical Insurance Australia**

Means Medical Insurance Australia Pty Ltd

**Medical Student**

Means a student registered in an approved course of medical study in a medical school or university in Australia

**MIGA**

Means Medical Insurance Group Australia which comprises MDASA and Medical Insurance Australia

**PDS**

Means Product Disclosure Statement

**Policy Period**

Means the period of insurance noted on your Policy Schedule

**Policy Schedule**

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

**SOA**

Means Statement of Advice

**Student Member**

Means 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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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.

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.

### **Financial Claims Scheme**

This policy may be protected by the financial claims scheme administered by APRA, which only applies in the unlikely event of an insurer becoming insolvent. A person who is entitled to make an insurance claim under a protected policy may be entitled to payment under the financial claims scheme, if they satisfy the eligibility criteria.

More information may be obtained from APRA at [www.apra.gov.au](http://www.apra.gov.au) or 1300 558 849.

# Welcome to MIGA

## About MIGA

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### 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 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 health care profession across Australia.

We have worked with and supported the medical profession for over 115 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.

#### **Medical Defence Association of South Australia Limited (MDASA)**

A medical defence organisation formed in 1899 which is owned by doctors and provides a range of services and benefits to the Group's policyholders

#### **Medical Insurance Australia Pty Ltd (Medical Insurance Australia)**

A licensed general insurer which is a wholly owned subsidiary of MDASA, is regulated by the Australian Prudential Regulation Authority and which provides:

- Medical indemnity insurance to doctors, medical students and corporate entities involved in the provision of healthcare services
- Professional indemnity insurance to midwives, under the Federal Government's Midwives Insurance Scheme.

### Our vision

**Our vision is to empower health care professionals to practise with confidence and achieve safer, better health care for all Australians.**

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

### Service Commitment – Code of Conduct

MIGA's Service Commitment has been developed to reflect our genuine desire to consistently deliver value, high quality service and expert advice to our members, clients and stakeholders.

Our Code of Conduct sets out the minimum service standards we will provide having regard to the many laws governing the financial integrity and conduct of the medical indemnity insurance industry.

We promise to be honest, fair and transparent in all of our dealings and interactions with our members, clients and stakeholders.

In offering medical and professional indemnity insurance we also provide an extensive range of risk management services, claims and legal support and exclusive policy holder benefits. In doing so we are committed to providing the highest level of professional service and individual care.

More information about MIGA's Service Commitment is available from our website at [www.miga.com.au](http://www.miga.com.au).

## 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 is **free** and provides you with the following benefits:

Benefit	Details
Medical indemnity insurance	<ul style="list-style-type: none"> <li>• <b>Free</b> medical indemnity insurance as a Medical Student</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>
Intern insurance	<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 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 (see details in Section 4)</li> </ul>
Student Sphere	<ul style="list-style-type: none"> <li>• Regular emails featuring topics and issues on all things related to life as a Medical Student</li> </ul>
Bulletins	<ul style="list-style-type: none"> <li>• Published bi-monthly and also available via links in our Student Sphere emails and 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>
Access to the Elective Grants Program	<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 6 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>
24 hour emergency support	<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>
Client only internet access Provides Student Members with the following services	<ul style="list-style-type: none"> <li>• <b>Insurance Services</b> On-line access to Certificates of Insurance</li> <li>• <b>Claims and Legal Services</b> On-line lodgement of claims and circumstance notifications</li> </ul>
Risk management	<ul style="list-style-type: none"> <li>• Gives you an opportunity to attend our risk management workshops and conferences 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.

# Part 1 Product Disclosure Statement

## Section 2: Medical Indemnity Insurance Policy

### a) Introduction

Student Members will receive a **free Student Policy** from Medical Insurance Australia from the date they renew their insurance, or from the date they join for the first time, to 31 December.

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 Policy 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).

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 (including the 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.

Please note, no cover is provided for proceedings actually commenced or maintained in the USA.

Cover is also provided for Expenses incurred:

- In responding to complaints to or investigations by a hospital, health practitioner board, health care ombudsman, health complaints body, 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 registered as a Medical Student as required by law at the time you are undertaking a clinical placement or elective; and
- For coronial inquiries, royal commissions and criminal investigations and proceedings arising in the course of a clinical placement or elective, should you need legal advice or support; and
- For threats to your personal safety and that of your immediate family.

Cover for Claims, Claim Costs and Expenses is only available if you are not otherwise indemnified or entitled to indemnity for a clinical placement or elective.

### d) Worldwide cover for overseas electives

If you undertake a voluntary elective or elective scholarship placement outside Australia during the Policy Period you will automatically be insured for Claims, Claim Costs and Expenses in respect of 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.

Please note, no cover is provided for proceedings actually commenced or maintained in the USA.

### e) Accessing the free Student Policy

To be entitled to access the **free Student Policy** as a Medical Student, 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
- Registered as a Medical Student where 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.



## Section 2: Medical Indemnity Insurance Policy *(continued)*

### f) Limit of cover

The limit of cover provided by Medical Insurance Australia under the Student Policy is as follows:

- \$20,000,000 any one claim and in the aggregate in any one Policy Period for Claims and associated Claims Costs
- \$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

As part of our renewal package we provide all renewing Student Members of MIGA with a Policy Schedule.

If you join MIGA during the year, you will receive a Policy Schedule once your Application has been accepted.

A Certificate of Insurance is also available 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 Section 5 of the Student Policy (Claims and Expenses that we do not cover you for) 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.

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.

## Part 1 Product Disclosure Statement

### 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 the Policy 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 referred to in Section 5 of the Student Policy.

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
- For Medical Students, it is generally the date your medical studies commenced
- 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.

##### 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 your retroactive date 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 your retroactive date but only in relation to a previous elective which you have undertaken and for which you 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 when you start your Intern year?

Your free Student Policy with Medical Insurance Australia will automatically expire and you will be issued with medical indemnity cover as an Intern at **no cost to you** from 1 January. The terms of this medical indemnity cover will be set out in a replacement policy wording and we will provide you with a separate Combined FSG and PDS that explains the features of the cover.

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

When your Student Policy is replaced with insurance to cover your practice as an Intern, your limit of cover under your new policy will be as follows:

- \$20,000,000 any one claim and in the aggregate in any one Policy Period for Claims and Claim Costs
- \$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 the Combined FSG and PDS, Policy Schedule and policy wording that we will provide to you at that time.

As an Intern, insurance cover will be provided for claims made against you during the Policy Period within our Category "Employer Indemnified Intern". The insurance will be provided on the same terms and conditions as our standard policy for doctors as amended for Interns covering:

- Expenses and 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 during your Internship
- Private work but **only** where undertaken as part of a training program under an Internship approved by the Medical Board and provided you are not otherwise indemnified or are entitled to an indemnity from your employer
- 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, Policy Schedule and policy wording but a summary of the cover is set out below:

Section	Cover
Claims and Claim Costs – cover for claims arising out of the practice of medicine	Provides cover for: <ul style="list-style-type: none"> <li>• Damages and claims for compensation</li> <li>• Legal costs incurred in defending claims.</li> </ul>
Expenses	Provides cover for legal costs in defending or responding to various matters in connection with practice. Includes cover for defending a prosecution or responding to inquests, inquiries, investigations or complaints arising from the practice of medicine. Also covers legal costs in defending or pursuing complaints or proceedings involving employment and allegations of discrimination, harassment and breach of equal opportunity law.

## Part 1 Product Disclosure Statement

### Section 4: Cover for your Intern year *(continued)*

#### 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 and as detailed in the Policy Schedule.

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 entitled to be indemnified 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 an internship approved by the Medical Board
- That arise out of a clinical placement or practice which is not part of an internship approved by the Medical Board.

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

We will contact all Student Members in December 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 31 December of the year it commences.

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, we will contact all Student Members and Intern Members to clarify their ongoing insurance requirements.

#### g) Free membership as an Intern

As an Intern Member, you will be provided with free membership of MDASA.

In order to be entitled to access free membership and insurance as an Intern Member, you must:

- Be undertaking your Internship in an Australian hospital
- Be registered as a medical practitioner by the Medical Board of Australia.

#### 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

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### a) Renewal package

Your Student Policy and membership with MIGA expires on 31 December each year.

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

Your renewal package as a Student Member includes the following important documents:

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

If you do not receive or cannot access 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.

# Part 1 Product Disclosure Statement

## Section 6: General Administration

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### 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 on-line Student Application Form on our website [www.miga.com.au](http://www.miga.com.au) or call us on Free Call 1800 777 156 to request an Application Form.

It is important that you consider our Student Policy in conjunction with the Combined FSG and PDS 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 and we will forward written confirmation of your insurance and membership to you. On receipt of the Application Form we will contact you if 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, Certificate of Insurance and policy wording.

### e) Period of insurance and membership

Insurance and membership with MIGA is from the date the policy is renewed or commences to 31 December 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) 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 advise us 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
- Your registration with the Medical Board of Australia is terminated, suspended or restricted.

## **Section 7:** The Elective Grants Program

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### **a) Introduction**

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

The 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) Elective Grants**

Up to six (6) 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.

### **Dedicated Grant for Indigenous Students**

The number of Indigenous medical student enrolments has been increasing each year, and now matches the ratio of Indigenous to non-Indigenous people in Australia.

At MIGA we acknowledge the challenges faced by Indigenous medical students in completing their qualifications. As part of an initiative introduced in 2013, each year we set aside one of the six Elective Grants to award specifically to an Indigenous medical student applicant interested in pursuing an elective placement in a developing community.

### **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

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### **a) Overview**

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

Claims management and assistance is provided by our in-house team of solicitors with significant experience in medical indemnity and personal injury 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 days per week emergency legal advice service to Medical Students anywhere in Australia as we recognise medical emergencies which may have medico-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 and incident notifications.

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.

### Section 8: Claims and Advice Services *(continued)*

#### 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 notifiable matters 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

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
- 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 us to assess risks and financial exposures more accurately which builds on the financial security of MIGA.

Please always contact us if there are any issues arising from patient care of a medico-legal nature 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, send an email message via our website or call and ask to speak to a solicitor in our Claims Department.



## Section 9: Important Notices

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### 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 referred to in Section 5 of the Policy.

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 21 days of the date your Student Policy is issued or within 21 days of the date your cover commences, whichever is the earlier date. 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
- Your complaint can be notified to us orally or in writing

# Part 1 Product Disclosure Statement

## Section 9: Important Notices *(continued)*

- We will respond to your complaint with an initial determination within 7 business days
- 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
  - 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 two years 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 367 287 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 inside front cover.

### f) Privacy

MDASA and Medical Insurance Australia comply with the Privacy Act and the Australian 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 to MIGA will be used 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 insurance agents, brokers, insurers, reinsurers, reinsurance brokers, lawyers, actuaries, auditors and medical boards in Australia and overseas. MIGA may also provide personal and other 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 personal and other information to your employer or prospective employer about your claims and circumstances history where you have authorized your employer or prospective 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 to MIGA 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.

### 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 calculated annually on an activity basis to reflect the cost of services provided by MDASA to Medical Insurance Australia.

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 12.

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

**General Enquiries  
and Client Service**

Free Call 1800 777 156  
Facsimile 1800 839 284

**Claims and Legal Services**

(During Office hrs and 24hr emergency legal support)

Free Call 1800 839 280  
Facsimile 1800 839 281

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

**Postal**

GPO Box 2048 Adelaide  
South Australia 5001

**Head Office**

Level 14, 70 Franklin Street  
Adelaide, South Australia 5000