

Insurance for
Medical Students

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

1 January 2021

2021

miga 
ALWAYS

Medical Defence Association of South Australia Limited

ABN 41 007 547 588

Medical Insurance Australia Pty Ltd

ABN 99 092 709 629

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and Client Service**

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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 are 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.

Information in this Combined Financial Services Guide & Product Disclosure Statement for Medical Students or on MIGA's website does not constitute legal or professional advice.

AFCA

Means the Australian Financial Complaints Authority

APRA

Means the Australian Prudential Regulation Authority

FSG

Means Financial Services Guide

FSR

Means Financial Services Regulation

Intern

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

Intern Member

Means an Intern who is a member of MDASA

MDASA

Means Medical Defence Association of South Australia Limited

Medical Insurance Australia

Means Medical Insurance Australia Pty Limited

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

Period of Insurance

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 Period of Insurance

SOA

Means Statement of Advice

Student Member

Means a 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.

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 www.fcs.gov.au.

Welcome to MIGA

About MIGA

About the Group

We are a national provider of indemnity insurance products and associated services to the health care profession across Australia.

With our Head Office in Adelaide and with offices in Sydney, Melbourne, Brisbane and Perth we have been supporting and protecting the medical profession for over 120 years and the broader healthcare profession for over 12 years.

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

Our vision

Our vision is to empower health care professionals to practise with confidence and achieve safer, better health care for the community.

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

Our mission

To deliver high quality indemnity insurance and support to the healthcare sector across Australia by:

- Offering products which are innovative and progressive and which set a benchmark for the industry, represent real value and which are responsive to our clients' needs
- Providing confidence through our commitment to quality, passion for service, personal care and superior claims and risk management services.

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 in Australia.

It contains our:

- PDS – in PART 1
- FSG – in PART 2.

It is important that you keep the 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.

Group structure

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

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

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"> Free medical indemnity insurance as a Medical Student 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) |
| Intern insurance | <ul style="list-style-type: none"> Free 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) |
| Student Sphere | <ul style="list-style-type: none"> Regular emails featuring topics and issues on all things related to life as a Medical Student |
| Bulletins | <ul style="list-style-type: none"> Published bi-monthly and also available via links in our Student Sphere emails and via the website Feature articles on risk management, claims management, case studies, key insurance and membership issues, information about MIGA and important medico-legal developments |
| Access to the Elective Grants Program | <ul style="list-style-type: none"> As a Student Member you can apply for one of our Elective Grants These provide up to 10 grants of \$3,000 each to assist students fund an elective and support the community in which they will be working (see details in Section 7) <p>Note: The Student Elective Grant Program was suspended during 2020 due to COVID-19 and the resultant International Travel and Australian State border restrictions. Whether the Program outlined in Section 7 can be offered, in whole or in part, in the near future will be contingent on the easing of travel restrictions to enable Medical Students to reach their desired elective destinations.</p> |
| 24 hour emergency claims and medico-legal support | <ul style="list-style-type: none"> As a Student Member you have access to this service which is provided by MIGA's staff across Australia and catering for emergency situations where claims and medico-legal support is required This caters for urgent situations where medico-legal advice is required in relation to health care treatment you provide as a Medical Student It is available to all Student Members across Australia |
| Client only internet access Provides Student Members with the following services | <ul style="list-style-type: none"> Insurance Services On-line access to Certificates of Insurance Claims and Legal Services On-line lodgement of claims and circumstance notifications |
| Risk management | <ul style="list-style-type: none"> Gives you an opportunity to attend our risk management workshops and conferences and access valuable educational material |

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 Period of Insurance 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 study 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.
- For complaints to or investigations or proceedings by the Office of the Australian Information Commissioner in connection with any matter relating to privacy or confidentiality
- For testing positive to a communicable disease arising out of Medical Student Practice
- For expenses that arise from having reported an incident or healthcare professional, or having assisted in the investigation relating to that incident or report
- Expenses incurred in pursuing a third party including an insurer, employer, hospital, health service, health district, health authority or other government authority for indemnity in respect of any Claim or other matter covered under the Policy

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 Period of Insurance 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 Period of Insurance
- 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.

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

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.

f) Limit of cover

The limit of cover provided by Medical Insurance Australia under the Student Policy for any one claim and in the aggregate in any one Period of Insurance is as follows:

- \$20,000,000 for Claims and Claim Costs (associated legal expenses)
- \$500,000 for Expenses.

Other matters that we cover you for:

- In relation to privacy complaints, investigations or proceedings under clause 1.3 (a) (ii) of the Policy – \$50,000
- In relation to threats to your personal safety under clause 1.4 of the Policy – \$20,000
- Communicable disease cover under clause 2.7 of the Policy – \$50,000
- Liability for complaints about others under clause 2.8 of the Policy – \$10,000
- Pursuit of indemnity under clause 2.9 of the Policy – \$25,000.

The above limits are not cumulative which means that cover for Claims, Claim Costs and Expenses are subject to an overall aggregate limit of \$20,000,000 in any one Period of Insurance.

Cover for Expenses is sub-limited to \$500,000 in any one Period of Insurance, inclusive of the communicable disease cover under clause 2.7 of the Policy.

Sub-Limits, where they apply, are for any one claim and in the aggregate in the Period of Insurance.

Lower Sub-Limits may apply in other situations and if applicable to you they are 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.

Part 1 Product Disclosure Statement

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

i) Notification of claims and circumstances

The Student Policy requires that you provide written notice of any Claim made against you during the Period of Insurance, which is the period of insurance noted on your Policy Schedule.

This involves you advising us of the full details of an alleged incident and any subsequent claim, investigation or other covered matter 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 Period of Insurance 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 Period of Insurance.

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 Period of Insurance

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 Period of Insurance.

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

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

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

Section 3: Claims Made Insurance and Retroactive Cover

a) Claims made insurance

The Student Policy offered by Medical Insurance Australia is on a claims made basis. This means the Student Policy will respond to claims made against you and notified to us in writing during the Period of Insurance, 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 Period of Insurance even though the event giving rise to the claim may have occurred during the Period of Insurance
- 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 Period of Insurance
- Claims arising out of facts or circumstances of which:
 - You first became aware prior to the Period of Insurance,
 - You failed to notify us; 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 Period of Insurance 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 Period of Insurance, the Student Policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the Period of Insurance.

b) Retroactive cover

Retroactive cover and your retroactive date

Your Student Policy covers you for claims made during the Period of Insurance for incidents that occur after your retroactive date and before the end of the Period of Insurance.

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 study 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.

Part 1

Product Disclosure Statement

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 Period of Insurance for Claims and Claim Costs
- \$2,000,000 any one claim and in the aggregate in any one Period of Insurance for Expenses.

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

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

As an Intern, insurance cover will be provided for claims made against you during the Period of Insurance within our Category "Employer Indemnified Salaried Medical Officer - 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.

The nature and extent of the insurance that is offered to you as an Intern will be provided to you at the relevant time and set out 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"> • Damages and claims for compensation • Legal costs incurred in defending claims. |
| 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. |

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 Period of Insurance 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 Period of Insurance.

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.

Part 1

Product Disclosure Statement

Section 5: Renewal of your Insurance and Membership

a) Renewal package

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

Prior to renewal, we will contact you by email to confirm your insurance will be renewed and how your renewal package can be accessed.

Your renewal package as a Student Member will include the following documents:

- Covering letter
- Policy Schedule
- Certificate of Insurance
- 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 for advice on updating your details and medical indemnity insurance requirements 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 keep a copy of your Policy Schedule and your Student Policy for future reference. If you are in any doubt about the scope of cover, please contact us.

Section 6: General Administration

a) How to join MIGA as a Student Member

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

It's simple – complete the on-line Student Application Form on our website 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 provide you with, or tell you how to access, your 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 study

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

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 study.

If you cease medical study, please contact our Client Services Department for assistance.

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 study.

If you cancel your student membership, please contact our Client Services Department for assistance.

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 study
- 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.

Part 1

Product Disclosure Statement

Section 7: The Elective Grants Program

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 study.

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 ten (10) grants of \$3,000 each are available, consisting of:

- **For Medical Students**
\$1,500 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 ten 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.

Note: The Student Elective Grant Program was suspended during 2020 due to COVID-19 and the resultant International Travel and Australian State border restrictions. Whether this Elective Grants Program can be offered, in whole or in part, in the near future will be contingent on the easing of travel restrictions to enable Medical Students to reach their desired elective destinations.

Section 8: Legal Services

a) Overview

MIGA provides an extensive claims and medico-legal support 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 claims and medico-legal support 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 claim and medico-legal support 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.

c) Claims management philosophy

Our philosophy 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 where appropriate
- 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 Period of Insurance. 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 Period of Insurance.

If a Medical Student does not provide the required notice during the Period of Insurance 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.

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

e) Notification of circumstances

The *Insurance Contracts Act 1984* provides that if, after the end of the Period of Insurance, 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 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 them even if the claim was made against them after the end of the Period of Insurance.

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 and Legal Services Department.

Section 9: Important Notices

a) Notice to the Proposed Insured

Your duty of disclosure

Before you enter into an insurance contract you have a duty to tell us anything that you know, or could reasonably be expected to know may affect our decision to insure you and on what terms. You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- Reduces the risk we insure you for
- Is common knowledge
- We know or should know as an insurer
- We waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

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 our consideration of your proposal.

b) Claims made insurance

The Policy we offer is on a claims made basis. This means the Policy will cover you for Claims made against you and notified to us in writing during the Period of Insurance, subject to the Policy terms and conditions.

The Policy will not provide cover in relation to:

- Events that occurred prior to the retroactive date as specified in the Policy Schedule
- Claims first made against you or Claims first notified to us after the expiry of the Period of Insurance even though the event giving rise to the claim may have occurred during the Period of Insurance
- 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 Period of Insurance
- Claims arising out of facts or circumstances of which:
 - You first became aware prior to the Period of Insurance
 - You failed to notify us; 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 any Change of Details Form or any previous Application or Renewal Form
- Any matter contained in the Policy exclusions.

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

c) Retroactive date

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

See Section 3 for further details.

Part 1 Product Disclosure Statement

Section 9: Important Notices *(continued)*

d) Cooling-off period

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 the earlier of 14 days of receiving a confirmation from us that we have issued or renewed your insurance or 21 days after the day on which we issue or renew your insurance.

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.

e) Dispute resolution

If you are not happy with our products or services or you have any complaint about us, 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
- 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 21 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 us 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
 - We will consider each dispute on the basis of the specific facts and documentation surrounding the dispute. We are 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 Australian Financial Complaints Authority (AFCA).

You can refer an insurance-related dispute to AFCA at no cost to you, but time limits may apply so you should act promptly or otherwise consult the AFCA website to find out the time relevant to your circumstances.

AFCA 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 for AFCA:

Website www.afca.org.au

Email info@afca.org.au

Telephone 1800 931 678 (free call)

In writing to Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

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

f) Contacting us

See contacting details on inside front cover.

g) Privacy Notice

MDASA and Medical Insurance Australia comply with the *Privacy Act 1988* and the Australian Privacy Principles.

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

Please also refer to the Privacy Notice in Section 9 (i).

Section 9: Important Notices *(continued)*

h) Privacy

The information you provide to us will be used to determine the terms and conditions on which we may offer to renew or provide you with insurance and membership. We may provide your personal information to our 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. We 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), we may also provide personal and other information to your employer or prospective employer about your claims and circumstances history where you have authorised your employer or prospective employer to receive such information. We are required under the terms of the Medical Indemnity Act 2002 to provide to Medicare Australia upon request any information that you provide to us 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 us, 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 us. In most circumstances you can access the information which we hold about you but sometimes there will be reasons why that access is not possible, in which case you will be told why.

From time to time we may offer you information on products or services that may be of interest to you. Please contact us if you do not wish to receive the information.

i) Third Party Authority for Privacy Reasons

You may require other persons, such as your spouse, partner, personal assistant or practice manager to access personal and other information about you and your insurance (including claims information) and membership and to request and make changes to your arrangements with us.

We must have your written authority to:

- Provide personal and other information about you and your insurance; and
- Accept instructions to request and make changes to your insurance

from such persons.

If you wish to provide such an authority, please contact us and we will forward a Privacy Authority Form for your completion.

In the absence of a written Third Party Authority, personal and other information and requests for changes to your insurance will only be accepted from you.

Part 2 Financial Services Guide

a) Introduction

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

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

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

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

b) Financial services licence

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

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

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

MDASA receives a management fee from Medical Insurance Australia to act on behalf of Medical Insurance Australia in giving financial product advice, providing services and issuing products. The management fee is 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 15.

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

Legal Services

(In Australia, emergency claims and medico-legal support is available 24 hours a day)

Free Call 1800 839 280
Facsimile 1800 839 281

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