

Insurance for  
Medical Students

**Medical Indemnity  
Insurance Policy**

1 January 2021

2021



## attach Schedule here

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

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# How to read this Policy

We will cover You for:

- Claims, Claim Costs and Expenses described in Section 1; and
- additional matters described in Section 2,

if each is listed as included in the Schedule.

However, We may refuse or reduce Your cover if You do not comply with the obligations set out in Section 3 in relation to the conduct of covered matters and with the general obligations set out in Section 4.

We do not cover You for the matters excluded by Section 5.

Our liability to cover You is limited by:

- the Aggregate Limit of Cover;
- any Sub-Limit of Cover; and
- any Deductible.

The following words have special meanings when used in this Policy.

## Aggregate Limit of Cover

Means the maximum amount that We are liable to pay or incur in the Period of Insurance in respect of all claims by You under the Policy as specified in the Schedule.

## Claim

Means:

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

where the demand or the process claims damages, contribution or indemnity, injunctive or equitable relief or requires the production of documents to, or a person's attendance before, a court or tribunal.

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

- alleging any defamation by You arising out of Medical Student Practice;
- alleging a contravention of or seeking relief under a provision of the *Competition and Consumer Act 2010* or any equivalent provision in any State or Territory legislation arising out of Medical Student Practice (other than a matter excluded by clauses 5.8 or 5.16); and
- in respect of legal liability arising out of the rendering of emergency first aid assistance to anyone; or
- requiring the production of medical records

but Claim does not include a demand or process:

- arising out of the use or occupation of any premises or any plant or equipment used in the course of Medical Student Practice other than that directly used for the purpose of Medical Student Practice; or
- arising out of any contractual dispute other than in relation to a contract for Medical Student Practice,

other than to the extent cover is otherwise expressly provided under the Policy.

## Claim Costs

Means any reasonable costs and expenses incurred by Us or You in the investigation or defence of any Claim.

## Clinical Placement

Means a clinical placement that You are required to undertake by Your medical school or university.

## Communicable Disease

Means Human Immunodeficiency Virus (HIV), Hepatitis B or Hepatitis C.

## Deductible

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

## Elective

Means a voluntary elective or elective scholarship placement undertaken by You, 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.

## Expenses

Means the reasonable costs and expenses incurred by Us or You (including the reasonable amount of any disbursements) for services provided to Us or You in respect of a matter for which the Policy expressly provides Expenses cover.

## Good Samaritan Act

Means the provision of medical treatment or medical advice by You in an unforeseen emergency situation where You:

- are not, otherwise than by the Policy, entitled to indemnity or immunity from liability in respect of the Claim;
- make no request for payment or reward for the medical treatment or medical advice provided; and
- provide no ongoing medical treatment or medical advice after the emergency situation has passed.

## Inappropriate Practice

Means Medical Student Practice by You such that We reasonably conclude that the conduct would be unacceptable to:

- Your medical school or university or the general body of medical schools and universities; or
- registered medical practitioners responsible for the supervision of medical students undertaking clinical placements, voluntary electives or elective scholarship placements.

Inappropriate Practice includes, but is not limited to, sexual misconduct and conduct by which You knowingly, recklessly or negligently cause or permit another person to engage in Inappropriate Practice.

## Intern

Means a medical practitioner registered as an intern by a health practitioner board.

## MDASA

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

## **Medical Student Practice**

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

## **Period of Insurance**

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

## **Policy**

Means:

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

## **Retroactive Date**

Means the date specified as the Retroactive Date in the Schedule.

## **Schedule**

Means the schedule forming part of the Policy, signed by Us.

## **Sub-Limit of Cover**

Means the maximum amount, specified in the Schedule, which We are required to pay or incur in respect of all liability under any section of the Policy, less any Deductible.

## **We, Us and Our**

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

## **You and Your**

Means the medical student identified in the Schedule and who is, at the time of each act, error or omission giving rise to a Claim or other matter covered under the Policy, enrolled in an accredited course of medical study in a medical school or university in Australia for the purpose of obtaining registration as a medical practitioner and which course is approved by Us.

## Section 1 Claims and Expenses that We cover You for

### Claims

#### 1.1 Claims against You

We will cover You for legal liability for a Claim first made against You and of which You first notify Us in writing during the Period of Insurance and which arises out of the provision by You after the Retroactive Date, on a gratuitous basis, of health care treatment, advice or service connected with:

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

#### 1.2 Claim Costs

We will cover You in respect of Claim Costs incurred with Our prior written consent in the defence or settlement of any Claim covered by the Policy.

### Expenses

#### 1.3 Proceedings and investigations

We will cover You for Expenses incurred with Our prior written consent in defending or responding to any of the following matters arising out of Medical Student Practice after the Retroactive Date, the circumstances of which You first notify Us in writing during the Period of Insurance:

- (a) complaints to or investigations, proceedings or assessments by:
  - (i) a health practitioner board, medical tribunal or other body responsible for Your professional registration or discipline (other than a tribunal established by a medical school or university), hospital, health service, health district, health authority, a health care complaints body or a health care ombudsman;
  - (ii) the Office of the Australian Information Commissioner relating to privacy or confidentiality, including but not limited to the *Privacy Act 1988* and any law of the Commonwealth, the States or Territories relating to health records including personally controlled electronic health records; or
  - (iii) such other government or statutory authority or other body that performs functions or exercises powers similar to any of the bodies listed in paragraph a(i) or a(ii);
- (b) coronial inquiries and royal commissions;
- (c) criminal investigations and proceedings; and
- (d) any action by a government or statutory authority alleging a contravention of or seeking relief under a provision of the *Competition and Consumer Act 2010* or any equivalent provision in any State or Territory legislation.

Our liability under clause 1.3(a)(ii) is subject to the Sub-Limit of Cover specified in the Schedule.

**Note:** Refer to Section 4 of the Policy for important information about Sub-Limits of Cover. Under clause 5.8, no cover is provided for fines or penalties imposed on You.

#### 1.4 Threats to personal safety

We will cover You for Expenses incurred in responding to any threat to Your personal safety or any of Your immediate family arising out of Medical Student Practice provided to another person by You after the Retroactive Date, the circumstances of which You first notify Us in writing during the Period of Insurance.

Our liability under clause 1.4 is subject to the Sub-Limit of Cover specified in the Schedule.

**Note:** Refer to Section 4 of the Policy for important information about Sub-Limits of Cover.

### 2.1 What this section covers

Unless otherwise expressly provided, for each clause in this Section that is listed as included in the Schedule, We agree to provide cover for:

- (a) legal liability for any Claim first made against You and of which You first notify Us in writing during the Period of Insurance arising out of Medical Student Practice (or an act referred to in clause 2.2) after the Retroactive Date (and for the related Claim Costs); and
  - (b) Expenses incurred in defending or responding to any matter referred to in clause 1.3 arising out of Medical Student Practice (or an act referred to in clause 2.2) after the Retroactive Date,
- the circumstances of which You first notify Us in writing during the Period of Insurance.

### 2.2 Good Samaritan Acts

We agree to cover You for legal liability for any Claim and for Expenses arising out of a Good Samaritan Act occurring anywhere in the world.

**Note:** Under clause 5.20, no cover is provided for proceedings commenced or maintained in the United States of America.

### 2.3 Electives outside the Commonwealth of Australia

- (a) We agree to cover You for legal liability for any Claim arising out of Medical Student Practice in connection with an Elective undertaken anywhere outside the Commonwealth of Australia for no more than 120 days during the Period of Insurance.
- (b) Where You are outside the Commonwealth of Australia for the purpose of an Elective for no more than 120 days during the Period of Insurance, We will cover You for Expenses incurred in defending complaints to or investigations, proceedings or assessments by a medical board, medical tribunal, or other body responsible for Your conduct and discipline or registration arising out of Medical Student Practice in connection with that Elective.

**Note:** Under clause 5.20, no cover is provided for proceedings commenced or maintained in the United States of America.

### 2.4 Advice and advisory assistance

We will provide to You advice and advisory assistance in respect of any cover provided to You under the Policy. Where You are in Australia and require emergency claims and medico-legal support, it will be available 24 hours a day.

### 2.5 Continuous cover

- (a) If:
  - (i) You could have first notified Us of a Claim under an earlier medical indemnity insurance policy issued by Us;
  - (ii) You provide Us with written notice of the Claim during the Period of Insurance; and
  - (iii) We have been Your insurer under a medical indemnity insurance policy continuously between the date on which You could have first notified Us and the date on which the notification was in fact given,We will treat the notification of the Claim as a notification under the Policy during the Period of Insurance.
- (b) The terms and conditions of the Policy (including any limits of cover and deductible) applicable to a Claim notified under paragraph (a) will be the terms and conditions applicable to Our medical indemnity insurance policy under which You could have first notified Us.

### 2.6 Commencement of practice as an Intern

If, during the Period of Insurance, You provide health care treatment, advice or service as an Intern, the Policy expires without requiring any election or notice by Us.

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

## Section 2 Other matters that We cover You for

### 2.7 Communicable disease cover

We will pay You the amount specified in the Schedule if You first test seropositive for a Communicable Disease during the Period of Insurance if:

- (a) at least 3 months after the first date on which You have been continuously insured with Us under a policy that provides cover for the Communicable Disease:
  - (i) You tested seronegative for the Communicable Disease; and thereafter
  - (ii) You acquired the Communicable Disease arising out of Medical Student Practice;
- (b) at the start of the Period of Insurance, You did not know or suspect, and could not reasonably be expected to have known or suspected, that You had the Communicable Disease;
- (c) all serological testing referred to in this clause is conducted by a properly accredited or approved pathology laboratory in Australia;
- (d) the seropositive result is not vaccine-induced;
- (e) We have not made a payment to You for communicable disease cover under this or any other policy; and
- (f) the seropositive test result is notified to Us during the Period of Insurance.

Our liability under this clause will be reduced proportionately to the extent that You are entitled to indemnity under one or more other insurance policies that provide cover in respect of the Communicable Disease.

Our liability under this clause is subject to, and will reduce, the available Sub-Limit of Cover for Expenses specified in the Schedule.

**Note 1:** Refer to Section 4 of the Policy for important information about Sub-Limits of Cover.

**Note 2:** Acceptance of a payment under this cover may affect the amount of other compensation that is payable to You with respect to a related disability or insurance claim. You should speak to Your other providers before making a claim under this clause.

### 2.8 Liability for complaints about others

We agree to cover You for legal liability for Expenses arising out of You having:

- (a) reported an incident and/or health care professional to a health practitioner board, medical tribunal, professional college or association, hospital, health service, health authority, private health insurer, the Department of Human Services in relation to Medicare, a health care complaints body, a health care ombudsman or other body responsible for the professional discipline or registration of health care professionals; or
- (b) assisted in an investigation in relation to the incident or the reporting of an incident to any one or more of the bodies described in paragraph (a).

Our liability under clause 2.8 is subject to the Sub-Limit of Cover specified in the Schedule.

**Note:** Refer to Section 4 of the Policy for important information about Sub-Limits of Cover.

### 2.9 Pursuit of indemnity

We agree to cover You for 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, where You are entitled to indemnity from the third party but are not indemnified by the third party.

Our liability under clause 2.9 is subject to the Sub-Limit of Cover specified in the Schedule.

**Note:** Refer to Section 4 of the Policy for important information about Sub-Limits of Cover.



## Section 3

# How We will conduct Claims and other proceedings and what You must do

### 3.1 Notification

You must notify Us in writing of each Claim and each other matter for which You seek or intend to seek cover under the Policy by providing particulars of the Claim or matter to Us as soon as possible and, in any event, during the Period of Insurance.

**Note:** The *Insurance Contracts Act 1984* provides that if, after the end of the Period of Insurance, a claim is made against You which arises out of facts that might give rise to a claim that You notified to Us:

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

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

We continue to encourage You to notify any circumstance or incident which has the potential to lead to a claim as soon as You become aware of the circumstance or incident.

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

### 3.2 Other insurance

In the event of:

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

You must notify Us in writing of any other insurance or indemnity under which You are entitled to a benefit in respect of the event referred to above.

**Note:** Under clause 5.22 no cover is provided if You are entitled to indemnity from another source.

### 3.3 Admission or limitation of liability

You must not, without Our prior written consent, admit liability for, compromise or assume any contractual liability or agree to reduce or limit the liability of any other person in relation to any matter for which You may have an entitlement to cover under the Policy. We will not withhold Our consent unreasonably. This provision does not apply to any apology or expression of regret that an applicable statute specifies will not constitute an admission of liability.

### 3.4 Conduct

- (a) We may, at any time and in Your name, take over the conduct of any Claim or other matter covered under the Policy, or of circumstances which may give rise to an entitlement to cover under the Policy, including by appointing a lawyer to represent You. You must assist any lawyer appointed by Us to act in relation to any Claim, or other matter and You must not direct, or purport to direct, the lawyer to cease to represent You without Our prior written consent.
- (b) We will take into consideration Your views in relation to the conduct of any Claim or other matter but We will have full discretion in its conduct and settlement or resolution.
- (c) If You do not agree with a proposal by Us to settle a Claim or to resolve a matter covered by the Policy, then You will be entitled to assume the conduct of the Claim or matter but We will not cover You for any amount greater than the amount of money (including Claim Costs and Expenses and after deducting the Deductible) for which We believe that We could have settled the Claim or resolved the matter as at the date on which You elected to assume conduct.

Similarly, We may elect not to cover You for Expenses in pursuing a matter which We believe You are more likely than not to be unsuccessful in pursuing. If We make such an election, We will only cover You for Your Expenses (less the Deductible) that relate to the matter up to the date of the election but if You successfully pursue the matter We will cover You for such part of Your Expenses as is reasonable having regard to the Expenses incurred, the outcome You sought and the actual outcome.

### 3.5 Subrogation

- (a) We may, in Your name, pursue a right of contribution or indemnity that You may have against any other person whether or not We have paid any or all of a Claim or other matter covered by the Policy.
- (b) You must not, without Our prior written consent, engage in any conduct that has the effect of excluding, restricting or modifying any right of recovery that We may have against another person.

## Section 3

### How We will conduct Claims and other proceedings and what You must do

#### 3.6 Mitigation, co-operation and assistance

- (a) You will do, and allow to be done, everything reasonably practicable to reduce or avoid liability in respect of a Claim or other matter covered under the Policy or circumstances which may give rise to an entitlement to cover under the Policy.
- (b) You will provide Us, or any person that We nominate, with all information, documents and assistance reasonably required by Us:
  - (i) in relation to the investigation, defence or settlement of a Claim or other matter or circumstances which may give rise to an entitlement to cover under the Policy;
  - (ii) in relation to the pursuit of a subrogated right by Us; and
  - (iii) in order for Us to ascertain Our liability to cover You under the Policy
 and We will not cover You for the costs of complying with this condition except to the extent that such costs are Claim Costs or Expenses.

#### 3.7 Advances

We may, but are not required to, advance Claim Costs or Expenses to You prior to the completion (including any appeal) of any proceedings or other matters covered by the Policy on such terms and conditions as We see fit, and having regard to relevant matters including Our assessment as to whether You have reasonable prospects of success in relation to the Claim or matter, which may change during the course of the proceeding or other matter. We may, but are not required to, seek independent legal advice in assessing Your prospects of success. In the event that You are not entitled to cover, any Claim Costs and Expenses advanced to You and any interest chargeable must be repaid by You to Us on such terms and conditions as are specified by Us.

#### 3.8 Appeals and matters instigated by You

We will not cover You for any matter instigated by You (including an appeal or the defence of an appeal against a decision of a court, tribunal, health practitioner board, medical tribunal, or other body responsible for Your professional discipline or registration, hospital, health service, health district, health authority, health care complaints body or a health care ombudsman) unless:

- (a) in the case of an appeal or response to an appeal, You have given Us 7 days' written notice prior to first making the appeal or lodging any defence or response to the appeal;
- (b) in any other case, You have given Us 28 days' written notice prior to first taking any steps in the matter; and
- (c) in each case, We have formed the opinion that there are reasonable prospects of success in relation to the matter and We continue to hold that opinion during the course of the matter.

If We have not formed an opinion as required by paragraph (c) prior to the time by which an appeal must be made, a defence lodged, a response made to an appeal or the time by which the first steps in the matter must be taken then We will not be taken to have formed a favourable view unless We do so subsequently. We may, but are not required to, seek independent legal advice in assessing Your prospects of success.

#### 3.9 Criminal convictions

If You are found guilty of, or admit, any crime then You will have no cover in respect of that matter (including in relation to any appeal) and any moneys advanced by Us in respect of that matter (together with any applicable interest) will immediately become due and payable to Us.

### 4.1 Limit of cover

- (a) Our liability to You for any one and all Claims, Claim Costs and Expenses (including any automatic extensions under the Policy will not exceed the Aggregate Limit of Cover. Any payment by Us to a person in respect of a matter that might give rise to a Claim is taken to be a payment made to settle a Claim.
- (b) Our liability to You for any one and all Claims, Claim Costs and Expenses (including any automatic extensions and optional extensions) under the Policy to which a Sub-Limit of Cover applies will not exceed the Sub-Limit of Cover.
- (c) The Aggregate Limit of Cover and each Sub-Limit of Cover is exclusive of GST to the extent that We are entitled to a GST credit.

**Note:** Our liability to You may also be limited by operation of another clause such as clause 2.8.

### 4.2 Multiple policies

Where You are entitled to cover under more than one policy issued by Us, the limits and sub-limits of cover under each policy are not cumulative and the amount of cover that We are required to provide to You under all policies issued by Us will not exceed the Aggregate Limit of Cover and Sub-Limit of Cover.

### 4.3 Deductible

We will only cover You for that part of a Claim, Claim Costs or Expenses (including any cover under any automatic extension or optional extension) that exceeds the Deductible. The Aggregate Limit of Cover and any Sub-Limit of Cover are inclusive of the Deductible.

### 4.4 Deductible – payment

If We notify You in writing that You are entitled to cover for a matter covered by the Policy and to which a Deductible applies, You will pay the Deductible to Us within 14 days of receipt of the notice. Subject to law, We are not required to take any steps in relation to the matter until You have paid the Deductible. If the matter covered by the Policy is resolved for a cost to Us that is less than the Deductible, We will repay to You an amount equal to the difference between the Deductible and the cost incurred by Us in disposing of the matter.

### 4.5 Deductible – costs inclusive

If the Policy states that a Deductible is inclusive of costs and expenses, You will indemnify Us for Our reasonable Claim Costs or Expenses, up to the amount of the Deductible, but You will not indemnify Us for any costs incurred in determining Our liability to cover You.

### 4.6 Multiple Claims and matters

All covered Claims, Claim Costs and Expenses arising out of any of the following will be treated as if they arise from single Claim or matter to which one Deductible and Aggregate Limit of Cover or Sub-Limit of Cover will apply:

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

### 4.7 Material change in risk

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

- (a) varying Your enrolment in, ceasing to be enrolled in, or completing a course of medical study;
- (b) commencing as an Intern;
- (c) being declared bankrupt;
- (d) change to the State or Territory in which You conduct Medical Student Practice;
- (e) change in the nature or extent of a Clinical Placement or Elective;
- (f) de-registration, suspension or restriction of Your registration with a medical board; or
- (g) the Student being required to maintain their own insurance for health care treatment, advice or service provided to a Public Patient.

## Section 4 Additional obligations for You and Us

### 4.8 Cancellation by Us

We may cancel the Policy as permitted by the *Insurance Contracts Act 1984* and the Policy will immediately expire without requiring any election or notice by Us if You cease to be:

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

### 4.9 Preconditions to cover

The Policy will not come into force unless and until:

- (a) You have provided to Us a completed application for insurance;
- (b) We have accepted the application for insurance;
- (c) You are registered as an associate member of MDASA on or prior to the first date of the Period of Insurance specified in the Schedule; and
- (d) You are enrolled in an approved course of medical study in a medical school or university in Australia and registered as required by law.

**Note:** Where (a) and (b) above apply but where You become an associate member of MDASA after the first date of the Period of Insurance specified in the Schedule, We may agree to issue the Policy effective retrospectively but otherwise You have no entitlement to cover from Us.

### 4.10 Assignment

You may not assign Your interest in the Policy.

### 4.11 Notice

A requirement of the Policy that You provide written notice to Us may be satisfied by You providing written notice to:

MIGA  
Level 14  
70 Franklin Street  
Adelaide SA  
5000

### 4.12 Agency

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

### 4.13 Jurisdiction

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

### 4.14 Severability

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

### 4.15 Interpretation

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

We will refuse or reduce a claim for cover under the Policy which relates to any Claims, Claim Costs or Expenses:

### 5.1 Unsupervised Medical Student Practice

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

### 5.2 Prior or pending

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

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

### 5.3 Retroactive Date

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

### 5.4 Fraud, dishonesty, crime, recklessness and intentional acts

in any way related to Your:

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

### 5.5 Contractually assumed liability

in any way related to any duty or obligation assumed under contract or by guarantee or warranty by You except to the extent that Your liability is the same as Your liability had the duty or obligation, guarantee or warranty not been assumed.

### 5.6 Intoxication

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

### 5.7 Transmission of disease

other than in respect of Expenses, in any way related to the transmission of a disease or virus carried by You in circumstances where You did not take any or adequate precautions to prevent the transmission of the disease or virus and where the adequacy or the omission of the precautions would not be widely accepted in Australia by peer professional opinion as competent medical student practice.

### 5.8 Fines and penalties

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

### 5.9 Pollution or asbestos

in any way related to pollution or asbestos other than in relation to health care treatment, advice or service provided by You in the course of Medical Student Practice for pollution-related or asbestos-related conditions.

### 5.10 Occupier's liability and property damage

in any way related to any actual or alleged liability:

- (a) for personal injury arising out of Your ownership or occupation of real property; or
- (b) for property damage or loss consequent upon property damage.

## Section 5 Claims and Expenses that We do not cover You for

### 5.11 Inappropriate Practice

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

### 5.12 Discrimination

other than in respect of Expenses arising out of any actual or alleged unlawful discrimination, harassment or breach of any equal opportunity law except to the extent that it relates to a complaint or proceeding by a person to whom health care treatment, advice or service is provided in the course of Medical Student Practice.

### 5.13 Radiation

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

### 5.14 War and terrorism

in any way related to:

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

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

### 5.15 Product liability

arising out of the manufacture or sale by You of any goods or products.

### 5.16 Restrictive trade practices

arising out of any contravention of the Schedule version of Part IV of the *Competition and Consumer Act 2010* or any equivalent provision in any State or Territory legislation.

### 5.17 Medical research and clinical trials

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

### 5.18 Directorships and committee memberships

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

### 5.19 Medical Student Practice outside the Commonwealth of Australia

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

### 5.20 United States of America

- (a) other than in respect of any cover provided under clause 2.2 or clause 2.3, arising out of Medical Student Practice or a Good Samaritan Act:
  - (i) conducted in a jurisdiction to which the laws of the United States of America apply; or
  - (ii) to which the laws of the United States of America apply; or
- (b) in any way related to:
  - (i) proceedings commenced or maintained in the United States of America; or
  - (ii) the enforcement anywhere of a judgment or verdict of proceedings commenced or maintained in the United States of America.

### 5.21 Statutory exclusions

for which We are prohibited or not authorised by law from providing cover including, but not limited to, workers' compensation.

### 5.22 Other indemnities

for which You are indemnified or are entitled to:

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

In addition, Our liability to cover You for Claim Costs or Expenses is reduced by any amount that You receive from any other source in respect of those costs and expenses including any orders in Your favour and any indemnity of which You have a benefit, including a right to cover under an insurance policy that provides specific cover for the costs and expenses.

**Note:** Before providing health care treatment, advice or service to any Public Patient, consider carefully whether or not there is any entitlement to indemnity for liability arising out of that health care from another source, such as a hospital or area health service.

### 5.23 De-registration and restrictions on Medical Student Practice

in any way related to Medical Student Practice:

- (a) for which You were required by law to be registered, endorsed or authorised by a medical board but for which You were not registered, endorsed or authorised; or
- (b) that is in breach of any restriction, limitation, prohibition or undertaking imposed by, given to or agreed with any lawful authority, including a health practitioner board, tribunal or council.

### 5.24 Practice as an Intern

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

### 5.25 Publications and authorship

arising out of Your conduct as a publisher or author.

### 5.26 Written consent

where, in the case of any Claim Costs or Expenses, You did not obtain Our written consent prior to incurring the Claim Costs or Expenses.

### 5.27 Other matters

where the Claim Costs or Expenses are in any way related to:

- (a) a dispute with Us or MDASA in any way related to a claim under any section of the Policy or any other insurance policy;
- (b) Your failure to provide all reasonable information, documents and assistance required of You by Us or Our nominees;
- (c) Your bankruptcy;
- (d) a complaint in respect of property damage or loss, other than prostheses, dental attachments, bodily implants or similar items attached to or implanted in the body; or
- (e) a dispute with any lawful authority, including a health practitioner board, tribunal or council, in respect of any restriction, limitation or prohibition after it has been imposed on You.

**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

[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