



Rural General Practitioners' Medical Indemnity Insurance Policy

(Policy number VMIA-RGPMI-2021-22)

Issued to clients by VMIA

For the period 1 July 2021
to 30 June 2022



Contents

1.	Insuring clauses.....	3
1.1.	Claims	3
1.2.	Indemnities	3
1.3	Costs and expenses	4
1.4	Multiple Claims	4
1.5	Legal representation	4
1.6	Retroactive cover	4
2	Definitions	5
3	Exclusions	7
4	Conditions.....	8
4.1	Defence and settlement of Claims	8
4.2	Subrogation and other insurance	8
4.3	Co-operation with Claims	9
4.4	Notice of Claims and incidents	9
4.5	Legal Representation	9
4.6	Reasonable safeguards	9
4.7	Contesting Claims	9
4.8	Alteration to risk	9
4.9	Suitable employees	10
4.10	Buildings, plant and equipment	10
4.11	Medical records	10
4.12	Cancellation	10
	Endorsements Attaching to and Forming Part of the Rural General Practitioners Medical Indemnity Policy Number VMIA- RGPMI-2021.....	11
	Endorsement Number 1 – Practice Entity and Staff	11
	Endorsement Number 2 – Professional Locums	11
	Endorsement Number 3 – Cross Border Work	11
	Privacy Statement.....	12

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Victorian Managed Insurance Authority (VMIA) acknowledges the Traditional Custodians of the land on which we do business and we pay our respects to Elders past, present and emerging. We acknowledge the important contribution that Aboriginal and Torres Strait Islander peoples make in creating a thriving Victoria.

This Policy incorporates the **Schedule**, Extensions, Memoranda and Endorsements (if any), which are to be read together, and any word or expression to which a specific meaning has been given in any part of this Policy shall bear this meaning wherever it may appear.

1. Insuring clauses

Victorian Managed Insurance Authority (VMIA) hereby agrees subject to the limitations, terms and conditions hereinafter mentioned or endorsed hereon:

1.1. Claims

To pay up to the **Limit of indemnity** on behalf of the **Insured**, any amount for which the **Insured** becomes liable to pay in respect of **Claims** made against the **Insured** seeking compensation for **Personal injury** and / or loss or damage of property which **Claims** arise directly out of:

- 1.1.1 A **Health care incident** that occurred during the **Period of Insurance**;
- 1.1.2 Any defect in electricity or gas supplied equipment used by or on behalf of the **Insured** in the course of provision by the **Insured** of **Health care services** during the **Period of Insurance**;
- 1.1.3 Any defect in the condition or use of tangible property owned, occupied or used by the **Insured** for the purpose of providing **Health care services** during the **Period of Insurance**.

1.2. Indemnities

To indemnify:

- 1.2.1. the **Insured named in the Schedule** for all losses for which the **Insured named in the Schedule** shall become liable to pay by reason of injuries sustained by voluntary workers of the **Insured named in the Schedule** whilst carrying out activities relating to **Health care services** provided by the **Insured named in the Schedule**, during the **Period of Insurance**;
- 1.2.2 the **Insured named in the Schedule** for all losses for which the **Insured named in the Schedule** shall become legally liable to pay by reason of loss and / or damage to property belonging to the employees of the **Insured named in the Schedule** which occurred during the **Period of Insurance** except for:
 - 1.2.2.1 property provided by the employee primarily in connection with the business of the **Insured named in the Schedule**.
 - 1.2.2.2 property provided by the employee as a condition of employment.
 - 1.2.2.3 loss and / or damage sustained directly or indirectly as a result of the employees' own actions or negligence.For the purposes of clause 1.2.2 'employee' shall include voluntary workers of the **Insured named in the Schedule** whilst carrying out activities relating to **Health care services** provided by the **Insured named in the Schedule**.
- 1.2.3 the **Insured named in the Schedule** in respect of his or her contractual obligations during the **Period of Insurance** to effect tenant's public liability insurance under a lease or agreement for tenancy of premises occupied by the **Insured named in the Schedule** in connection with the provision of **Health care services**.
- 1.2.4 any student and / or practitioner of a University, College of Advanced Education or like institution appointed to the **Insured named in the Schedule** and whilst providing **Health care services** during the **Period of Insurance** to patients of the **Insured named in the Schedule**.

- 1.2.5 any person who enters an agreement with the **Insured named in the Schedule** for the provision of **Health care services** during the **Period of Insurance** but only to the extent that the agreement requires the **Insured named in the Schedule** to grant such indemnity and not in respect of liability for damage or injury due to or resulting from an act of neglect or default of such other party and subject always to the provisions of this contract, provided always that:
- 1.2.5.1 this Policy does not operate in excess of any other policy of insurance nor operate as a difference in conditions policy; and
 - 1.2.5.2 all such parties observe, fulfil and be subject to the terms, exclusions, limits and conditions of this Policy (insofar as they apply) as though they were the **Insured**.

1.3 Costs and expenses

To pay the reasonable costs and expenses incurred at the discretion of and with the prior written consent of VMIA:

- (a) in the investigation, defence or settlement of any such **Claim**, or
- (b) in the investigation into matters, facts or circumstances which are likely in the opinion of VMIA to give rise to a **Claim**,

provided that if a payment in excess of the amount of indemnity available under this Policy has to be made to finalise a **Claim**, the liability of VMIA for such costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this Policy bears to the amount paid to finalise the **Claim**.

1.4 Multiple Claims

Where the one act, error or omission results in more than one **Claim**, investigation, inquiry or proceeding against the **Insured** which is the subject of indemnity or entitlement to payment under this Policy, all those **Claims**, investigations, inquiries or proceedings together shall constitute one **Claim** under the Policy when determining the limit of liability pursuant to this Policy.

1.5 Legal representation

To pay to the **Insured** or on behalf of the **Insured** reasonable legal fees and associated expenses in respect of legal representation for the **Insured** in connection with:

- 1.5.1 any complaint against the **Insured** to, or any proceeding by, a professional or Registration Board or disciplinary tribunal;
- 1.5.2 any investigation or proceeding by a peer professional association;
- 1.5.3 any complaint against the **Insured** to, or any investigation or proceeding by, a statutory body;
- 1.5.4 any coronial inquiry or investigation;
- 1.5.5 any Royal Commission

and which arose out of the provision by the **Insured** of **Health care services** during the **Period of Insurance**. This cover is subject to condition 4.5.

1.6 Retroactive cover

If the **Schedule** shows that retroactive cover applies to this Policy, VMIA will indemnify the **Insured** for any **Claim** arising directly out of those matters referred to in clause 1.1 and which **Claim** is made against the **Insured** during the **Period of Insurance** and which is notified to VMIA during the **Period of Insurance** so long as the incident from which the **Claim** directly arose:

- 1.6.1 occurred during the period between the **Retroactive date** and the first day of the **Period of Insurance**; and

- 1.6.2 occurred within the Commonwealth of Australia; and
- 1.6.3 had not been reported by the **Insured** or someone on the **Insured's** behalf to another insurer or Medical Defence Organisation prior to the **Period of Insurance**; and
- 1.6.4 the **Insured** did not know or could not reasonably have known that the incident could give rise to a **Claim** against the **Insured**.

2 Definitions

Claim means claim, demand, or intimation of a claim or demand, for compensation made against the **Insured**.

Health care incident means an act, omission or circumstance that occurs during the course of, or in connection with, the provision of **Health care services**.

Health care services means:

- (a) any care, treatment, advice, service or goods provided in respect of the physical or mental health of a patient except:
 - (i) those provided at a hospital or day procedure centre unless such hospital or day procedure centre is named in the **Schedule**.
 - (ii) those referred to in the **Schedule** as being excluded by this Policy.
- (b) any care, treatment, advice, service or goods provided in respect of the physical or mental health of a patient and which is provided during the course of a professional development program undertaken by the **Insured** at a public or private hospital within Australia and which professional development program is undertaken by the **Insured** with the prior written approval of VMIA.
- (c) the supervision or training of a student, health professional or other person in respect of any care, treatment, advice, service or goods provided in respect of the physical or mental health of a patient except:
 - (i) that provided at a hospital or day procedure centre unless that hospital or day procedure centre is named in the **Schedule**.
 - (ii) those referred to in the **Schedule** as being excluded by this Policy.
- (d) an academic paper or article written by the **Insured named in the Schedule** and which article is published in a journal, newspaper or newsletter of which the **Insured named in the Schedule** is not the owner, publisher or editor.
- (e) a medical report or opinion provided by the **Insured named in the Schedule** at the request of a lawyer, insurer or statutory body and not for the purposes of treatment.
- (f) a medical report or opinion prepared by the **Insured named in the Schedule** at the request of an employer about a person's fitness to carry out their employment except where that employer is also the employer of the **Insured named in the Schedule**.
- (g) any care, treatment or advice provided by the **Insured** at the scene of an accident or emergency and for which the **Insured** does not charge a fee nor expect payment of any kind.

For the purposes of this definition the **Health care services** can be provided in person, via telephone, videoconference, facsimile, email or other electronic format.

Insured means and includes:

- (a) the person named in the **Schedule**.
- (b) any student and / or practitioner of a University, College of Advanced Education or like institution appointed to the **Insured named in the Schedule**.

- (c) employees of the **Insured named in the Schedule** and persons for whose conduct the **Insured named in the Schedule** is liable at law except for medical practitioners unless the medical practitioner is at the time of the **Health care incident** giving rise to the **Claim** a **Registered medical practitioner** and an employee of the **Insured named in the Schedule** and was providing **Health care services** as a **Locum** of the **Insured named in the Schedule**.
- (d) the legal personal representative(s) of the **Insured named in the Schedule**.

Insured named in the Schedule means the person named in the **Schedule**.

Limit of indemnity means the limit of indemnity specified in the **Schedule**.

Locum means a **Registered medical practitioner** who substitutes temporarily for another **Registered medical practitioner**.

Metropolitan Melbourne means the city of Melbourne and surrounding metropolitan area designated by Department of Health for the purposes of approving cover under this Policy.

Period of Insurance means the period of insurance specified in the **Schedule**.

Personal injury means bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and/or mental injury including loss of services resulting therefrom.

Registered medical practitioner means a person Registered under the Health Practitioner Regulation National Law (Victoria) Act 2009 to practice in the medical profession.

Registered nurse means a person Registered under the Health Practitioner Regulation National Law (Victoria) Act 2009 to practice in the nursing profession.

Retroactive date means the date specified in the **Schedule** as the retroactive date.

Rural Victorian Public Hospital means a rural Victorian public hospital or health service or a bush nursing hospital as designated by the Department of Health, save that the following hospitals and health services are excluded from the definition of rural Victorian public hospital:

- (i) Ballarat Base Hospital
- (ii) Bendigo Hospital
- (iii) University Hospital Geelong
- (iv) Goulburn Valley Health- Shepparton Campus
- (v) Latrobe Regional Hospital.

Schedule means the Schedule to this Policy.

3 Exclusions

This Policy does not apply to and does not provide indemnity in respect of:

- 3.1. **Health care incidents** that do not occur during the **Period of Insurance** except for the cover provided in clause 1.6.
- 3.2. **Health care incidents** that do not occur within the Commonwealth of Australia.
- 3.3. **Health care incidents** that occur whilst the **Insured named in the Schedule** was required to be registered pursuant to the Health Practitioner Regulation National Law (Victoria) Act 2009 but was not so registered or who was so registered but was in breach of a term or condition of their registration.
- 3.4. **Health care incidents** that occur whilst the **Insured** is providing **Health care services** within **Metropolitan Melbourne** unless prior written approval is obtained from VMIA for the service provision.
- 3.5. **Health care incidents** that occur at a time when the **Insured named in the Schedule**:
 - 3.5.1. Does not have admitting rights to a **Rural Victorian Public Hospital** unless prior written approval is obtained from VMIA, or
 - 3.5.2. has admitting rights to a **Rural Victorian Public Hospital**, but the admitting rights are solely in relation to an excluded **Rural Victorian Public Hospital**.
- 3.6. **Health care incidents** that occur whilst the **Insured** is providing **Health care services** outside the State of Victoria unless prior written approval for the service provision is first obtained from VMIA.
- 3.7. **Health care incidents** that occur whilst the **Insured named in the Schedule** is providing **Health care services** as a **Locum**, unless prior written approval for the service provision is first obtained from VMIA.
- 3.8. The transmission by the **Insured** of a contagious disease or virus carried by the **Insured** which at the time of transmission the **Insured** knew or ought reasonably to have known that the disease or virus was being carried. This exclusion does not operate against the **Insured** when the **Insured** complied with the requirements of the Australian national guidelines for the management of healthcare workers living with blood borne viruses and healthcare workers who perform exposure prone procedures at risk of exposure to blood borne viruses.
- 3.9. Any defective equipment or products supplied by an **Insured** other than equipment or products supplied by an **Insured** for the purpose of providing **Health care services**.
- 3.10. Fines, penalties, punitive or exemplary damages.
- 3.11. **Personal injury** to any person alleged to have been caused or contributed to by, or arising from, the use of blood (including any product derived from blood or any part thereof).
 - 3.11.1. infected or allegedly infected with Hepatitis C taken from a blood donor prior to 1 July 1998;
 - 3.11.2. infected or allegedly infected by any form of human immunodeficiency virus taken from a donor prior to 1 May 1985.
- 3.12. legal liability arising out of the publication or utterance of libel or slander or sexual harassment, sexual misconduct or unlawful discrimination.
- 3.13. **Health care incidents** occurring whilst the **Insured** is under the influence of an intoxicant or narcotic.
- 3.14. liability assumed by an **Insured** by agreement or contract unless liability would have attached to the **Insured** even in the absence of such agreement or contract.
- 3.15. Any legal liability of whatever nature directly or indirectly arising:
 - 3.15.1. out of any act, error or omission committed or alleged to have been committed within the territorial limits of the United States of America, its territories or protectorates, or Canada; or
 - 3.15.2. in accordance with and pursuant to the laws of the United States of America, or Canada.
- 3.16. Any **Claim** brought against the **Insured** in a court of law outside the Commonwealth of Australia, Papua New Guinea or New Zealand, or in respect of any action brought in a court of law within the Commonwealth of Australia, Papua New Guinea or New Zealand to enforce a foreign judgment whether by way of reciprocal agreement or otherwise.

- 3.17. Injury to or death of an employee of the **Insured** arising out of or in the course of the employee's employment with the **Insured** or to **Claims** made against the **Insured** by any injured person or the dependant of any injured person under the provisions of any workers' compensation law or any other obligations for which the **Insured** may be held liable under any workers' compensation law.
- 3.18. **Personal injury**, loss, damage or liability directly or indirectly occasioned by, or:
- 3.18.1. happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
 - 3.18.2. directly or indirectly arising from or in conjunction with any act of terrorism.
 - 3.18.3. caused by or arising from or in consequence of or contributed by nuclear weapons, materials, or
 - 3.18.4. arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion shall include any self-sustaining process of nuclear fission.
- Exclusion 3.18 does not apply to any **Health care incident** arising out of **Health care services** provided as a result of those events described in exclusion 3.18.
- 3.19. Any person who commits any dishonest, fraudulent, criminal or malicious act.
- 3.20. **Claims** arising out of the use of a registered motor vehicle or a motor vehicle that ought to have been registered at the time of the incident.
- 3.21. Liability arising out of the ownership, maintenance or operation by the **Insured** of any waterborne craft or aircraft.
- 3.22. Loss of or damage to property owned by or leased or rented to the **Insured** or in the physical custody or legal control of the **Insured**.
- 3.23. **Claims** arising out of pollution or contamination of the atmosphere or of any water, land or other tangible property to the extent that such pollution or contamination
- 3.23.1. was the result of an immediate and specific happening neither intended nor expected by the **Insured**; and
 - 3.23.2. was not the direct result of a wilful or reckless act or omission by the **Insured**.

4 Conditions

4.1 Defence and settlement of Claims

For any **Claim** for which the **Insured** is entitled to indemnity under this Policy, VMIA will defend any such **Claim** in the name of and on behalf of the **Insured** and, subject to the **Limit of indemnity**, will pay the costs and expenses incurred in defending the **Claim**. VMIA shall have a full discretion in the conduct of any negotiations, proceedings or settlement of any **Claim**.

4.2 Subrogation and other insurance

VMIA is entitled to all of the **Insured's** rights of recovery (before or after a **Claim** has been paid) and the **Insured** will co-operate with VMIA and provide such information and assistance (including but not limited to the signing of documents) which VMIA may reasonably require in the exercise of such rights of recovery.

VMIA shall have a full discretion in the conduct of any negotiations, proceedings or settlement when exercising such rights of recovery.

4.3 Co-operation with Claims

The **Insured**, at its own expense, shall give such information and assistance as VMIA may reasonably require to determine liability under the Policy and investigate, defend and settle a **Claim**.

4.4 Notice of Claims and incidents

The **Insured** must give VMIA:

- 4.4.1 Notice by email or in writing as soon as practicable after becoming aware of any incident, occurrence, complaint, investigation, inquiry or disciplinary proceeding which may give rise to a liability or request for legal representation under this Policy; and
- 4.4.2 Notice by email or in writing as soon as practicable after becoming aware of any **Claim** against the **Insured**.

In the event of the **Insured** failing to give notice to VMIA as required, to the extent of loss caused to VMIA by virtue of that failure to give notice, VMIA shall be entitled to deny indemnity to the **Insured** under the Policy.

4.5 Legal Representation

Where the **Insured** is entitled to be paid or have paid on its behalf legal fees and associated expenses pursuant to clause 1.5, VMIA shall appoint at its discretion a lawyer to represent the **Insured** in respect of the complaint, proceeding, inquiry or investigation. That lawyer also acts on behalf of VMIA and under this Policy the **Insured's** right to privilege against the lawyer providing VMIA with information obtained during the course of representing the **Insured** is waived and the lawyer is authorised to provide VMIA with any information VMIA may reasonably require. Furthermore, nothing shall prevent VMIA using the information given to it by the lawyer to determine the **Insured's** rights of indemnity with respect to any **Claim** made against the **Insured**.

4.6 Reasonable safeguards

The **Insured** shall ensure that reasonable safeguards and precautions are taken to avoid injury to patients.

4.7 Contesting Claims

In the event that VMIA and the **Insured** do not agree on the settlement of a **Claim** recommended by VMIA and the **Insured** elects to contest or continue any legal proceedings in connection with the **Claim**, VMIA shall only be liable to indemnify the **Insured** for an amount up to and including the amount for which the **Claim** could have been settled for including the costs and expenses incurred with VMIA's consent up until the time of the failure to agree.

4.8 Alteration to risk

The **Insured named in the Schedule** must give VMIA notice in writing as soon as practicable within the **Period of Insurance** of any material change to the risk. A material change to the risk includes but is not limited to:

- 4.8.1 Cancellation, suspension, lapse or loss of registration as a **Registered medical practitioner**.
- 4.8.2 Cancellation, suspension, lapse or loss of admitting rights to a **Rural Victorian Public Hospital**.
- 4.8.3 Change in the provision of **Health care services** including but not restricted to; change of practice, **Locum** work or significant change in hours or income.
- 4.8.4 Any condition imposed on your practice by a registration body on your ability to provide **Health care services**.

4.9 Suitable employees

The **Insured named in the Schedule** shall at all times exercise reasonable care to ensure:

- 4.9.1 only a **Registered medical practitioner** is employed and / or engaged in the capacity of a medical practitioner by the **Insured named in the Schedule** to provide **Health care services** as a **Locum** of the **Insured named in the Schedule**.
- 4.9.2 Medical students and / or **Registered medical practitioners** undergoing training or qualification with the **Insured named in the Schedule**, act only under the supervision of a suitably experienced **Registered medical practitioner**.
- 4.9.3 Only **Registered nurses** are employed and / or engaged in the capacity of nurses by the **Insured named in the Schedule**.
- 4.9.4 Trainee nurses, nurse assistants and the like employed or engaged or working with the **Insured named in the Schedule** act only under the supervision of a suitably experienced **Registered nurse**.

4.10 Buildings, plant and equipment

The **Insured** shall ensure that it has adequate buildings, plant, machinery and equipment (including medical and surgical equipment) to provide a reasonable standard of health care and that such buildings, plant, machinery and equipment are in sound and proper order, are properly maintained and are fit for the purpose for which they are used.

4.11 Medical records

The **Insured** shall ensure that proper and adequate medical records are completed and maintained.

4.12 Cancellation

The **Insured named in the Schedule** may cancel this Policy by giving VMIA written notice of cancellation unless a **Claim** has been made or an incident notified under the Policy prior to cancellation. If the **Insured named in the Schedule**:

- (a) cancels the Policy within 30 days of commencement, a refund of eleven twelfths of the premium will be paid;
- (b) cancels the Policy more than 30 days after commencement, and within the Policy expiry date, a pro-rata refund will be paid.

Endorsements Attaching to and Forming Part of the Rural General Practitioners Medical Indemnity Policy Number VMIA-RGPMI–2021-22

Endorsement Number 1 – Practice Entity and Staff

Subject to the **Insured** making an acceptable application to VMIA, it is hereby agreed and declared that the Policy is extended to include **Claims** made against:

- (a) the administrative staff and **Registered nurses** employed by the practice named in the **Schedule**;
- (b) the practice named in the **Schedule** in respect of **Health care incidents**.

Endorsement Number 2 – Professional Locums

Notwithstanding the provisions of Policy exclusion 3.7 and subject to prior written approval being obtained from VMIA, it is hereby agreed and declared that the Policy is extended to include all **Locum** work conducted by the **Insured named in the Schedule**, provided that the majority or all of such work is conducted within the State of Victoria and outside **Metropolitan Melbourne**.

Endorsement Number 3 – Cross Border Work

Notwithstanding the provisions of Policy exclusion 3.6 and subject to prior written approval being obtained from VMIA, it is hereby agreed and declared that the Policy is extended to include the liability of the **Insured named in the Schedule** for **Health care incidents** that arise out of **Health care services** provided outside of the State of Victoria.

Privacy Statement

We are committed to protecting any personal information we collect, handle, store or disclose about you through our services. We will manage all personal information in accordance with the *Victorian Managed Insurance Authority Act 1996 (Act)*, the *Privacy and Data Protection Act 2014* and the *Health Records Act 2001*.

Collection and use of Personal Information

Personal information means information or an opinion that is recorded in any form, and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

We collect and record personal information through our client data collection processes which include our website, online forms and surveys. Some examples of when we may collect your personal information are when you:

- send us an email;
- use our online services, such as completing a form or survey electronically;
- register to attend training and events; and
- access our secure client portal on our website.

Personal information we collect can only be used for the purpose of performing functions under our Act and in accordance with all applicable laws and regulations.

Access and Correction

Please contact our Information Privacy Officer at privacy@vmia.vic.gov.au if you:

- want to access personal information (if any) that we hold about you;
- want to know more about what sort of information we hold, for what purposes and how we deal with that information;
- believe that personal information that we hold about you is not accurate, complete and up to date; or
- have concerns about your privacy rights.