



APPLICATION FOR MEMBERSHIP

CHECKLIST

I have:

- Completed and signed the ADA WA Application for Membership form, including obtaining the signatures of a Proposer and Seconder.
- Completed and signed the Dental Protection Application for Scheme Membership form and circled my Membership Category.
- Completed and signed the MDA National Proposal for Dental Indemnity Policy.
- Completed and signed the MDA National Proposal Direct Debit Authority.

Please return completed forms to memberships@adawa.com.au

Application for Membership

Membership Category Code:

Please Circle. (See page 4 and 5 for full list of codes)

DST FYS/GDY YD1 YD2 YD3 SLA SR1 SR2 YD4 YD4I
YDX ORS OSP E1S E2S VGS YLA RMA OMX OMZ

Personal information

Please use BLOCK LETTERS

Title	Family name	Preferred name
Given names	Date of birth	Sex
Home Address		Phone
Suburb	Postcode	Mobile
Postal Address (if different from Home address)		Postcode
Email		Registration No. (Dental Board of Australia)
Name of person who referred you to ADAWA		

Student Membership

First Year
 Second Year
 Third Year
 Final Year

Student ADC (Proof Required)

Practice information (Skip this section if you are applying for a student membership)

Principle practice address (Name, Street, Number)

Suburb	Postcode	Phone
Postal Address (if different from Practice address)		Postcode
Other Practice/s (attach list if necessary)		
Suburb	Postcode	Phone

Practice Particulars (tick relevant boxes)

Practice Owner
 Government
 University
 Overseas

Employee/Contractor
 Post-Graduate
 Armed Forces
 Limited Practice

Practicing Spouse
 Name of Partner/spouse (optional) _____

Qualifications

Degrees	Awards
University of Graduation	Year of Graduation

Current Professional Indemnity Cover (Skip this section if you are applying for a student membership)

Name of Company	Valid from	to
-----------------	------------	----

Application for Membership

Communication Preference

Please let us know your preferred method of receiving the following communications and publications

Insurance, Policy and Membership documents

Email Post

Learning and Development

Email Post

Events

Email Post

Nomination of Applicant (Skip this section if you are applying for a student membership)

Please use **BLOCK LETTERS**

We, the undersigned, hereby nominate _____ to be elected as a member of the Australian Dental Association Western Australia Branch Inc. and the Australian Dental Association Inc. and support this application.

Signature of Proposer

Names

Phone

Address

Postcode

Personal knowledge of applicant

Yes

No

Signature of Seconder

Names

Phone

Address

Postcode

Personal knowledge of applicant

Yes

No

Note: Both the Proposer and the Seconder are required to be current members of the ADAWA.

DECLARATION

- I _____ hereby apply to become a member of the Australian Dental Association (WA Branch) Inc (ADAWA). I have read and understand the Rules and Code of Ethics and agree to be bound by the Rules and Code of Ethics made by the Association or the Council and undertake at all time to uphold the professional and ethical obligations of membership.
- I understand that election to membership of ADAWA also includes membership of the Australian Dental Association Inc (Federal), by virtue of the requirement under their Constitution (2019)
 - A copy of the Rules (2018) and Code of Ethics of the ADAWA may be downloaded at adawa.com.au
 - A copy of the ADA Federal Branch Constitution (2019) may be downloaded at ada.org.au

Practice Category Guide

This Practice Category Guide is effective 1 July 2023.

It is to be read in conjunction with the current Dental Indemnity Policy Important Information and Policy Wording document and any Supplementary Important Information and Endorsement to Policy Wording issued by MDA National Insurance Pty Ltd ABN 56 058 271 417 AFS Licence No. 238073 and is applicable to direct and prospective Members of the Australian Dental Association (WA Branch) Inc (ADAWA).

For the calculation of private practice hours, you must include your total involvement in dentistry including clinical and non-clinical work.

Please be aware that you are required to have the appropriate recognised training and qualifications for the Dental services you provide and to ensure that you comply with Guidelines for Scope of Practice issued by the Dental Board of Australia.

If you require any further information about practice categories, please contact ADAWA on 08 9211 5600.

Practice description	Category code	Category description
Dentists and Specialists		
Students	DST	<ul style="list-style-type: none"> For dentistry students enrolled in, but not yet graduated from, a course of study approved by the Dental Board of Australia for the purpose of becoming a qualified registered dentist
Final Year Students /Dental Graduates	FYS/GDY	<ul style="list-style-type: none"> For final year dentistry students in their six months prior to graduation and for a new dental graduate where none of the conditions relating to the YD4I, YD4M and YD4X categories apply
	YD1	<ul style="list-style-type: none"> For Australian graduates in their first full year after graduation where none of the conditions relating to the YD4I, YD4M and YDX categories apply
	YD2	<ul style="list-style-type: none"> For those in their second full year after graduation where none of the conditions relating to the YD4I, YD4M and YDX categories apply
	YD3	<ul style="list-style-type: none"> For those in their third full year after graduation where none of the conditions relating to the YD4I, YD4M and YDX categories apply
Part time	SLA	<ul style="list-style-type: none"> For those completing not more than four hours per week on average or up to a maximum of 200 hours during the financial year where none of the conditions relating to the YD4I, YD4M and YDX categories apply
	SR1	<ul style="list-style-type: none"> For those completing not more than 16 hours per week on average or up to a maximum of 770 hours during the financial year where none of the conditions relating to the YD4I, YD4M and YDX categories apply
	SR2	<ul style="list-style-type: none"> For those completing not more than 20 hours per week on average or up to a maximum of 1,000 hours during the financial year where none of the conditions relating to the YD4I, YD4M and YDX categories apply
Full time	YD4	<ul style="list-style-type: none"> For general dentists in their fourth year or subsequent years after graduation and where none of the conditions relating to the YD4I, YD4M and YDX categories apply
	YD4I	<ul style="list-style-type: none"> For general dentists or registered Ahpra specialists undertaking placement of implants with or without adjunctive bone and soft tissue augmentation and where none of the other conditions relating to the YD4M and YDX categories apply

Practice description	Category code	Category description
----------------------	---------------	----------------------

YD4M

- For general dentists or registered Ahpra specialists undertaking removal of impacted and/or unerupted/partially erupted mandibular third molars where none of the other conditions relating to the YD4I and YDX categories apply

Dentists and Specialists (continued)

Surgical procedures

YDX

- For any general dentists or registered specialists undertaking:
 - surgical placement of implants and
 - removal of impacted and/or unerupted/partially erupted mandibular third molars and/or
 - any sinus lift or bone augmentation procedures involving the maxillary sinus and/or nasal floor are carried out*

**NOTE - Carrying out any bone harvesting from outside the maxilla/mandible is not included. If you are harvesting bone from outside the mouth, you need to be qualified and registered as an Oral and Maxillofacial surgeon and the RMA, OMX or OMZ categories may be appropriate.*

Orthodontists

ORS

- For specialist Orthodontists

Other Specialists

OSP

- For any Specialists other than Orthodontists and Oral Maxillofacial Surgeons where none of the conditions relating to the YD4I, YD4M and YDX categories apply

Employer indemnified

E1S

- For those who do not undertake any private practice and have an entitlement to indemnity from their employer for civil liability claims arising from their practice with their employer but require ongoing cover for their past private practice which is not subject to employer indemnity

E2S

- For those who have an entitlement to indemnity from their employer but who also do a small amount of private work which is not subject to employer indemnity

This category covers private practice up to 16 hours per week on average or up to a maximum of 770 hours during the insurance year.

Voluntary Gratuitous Services

VGS

- For those who have ceased all practice except for undertaking voluntary overseas Gratuitous Services

Cessation of practice

YLA

- For those who have either
 - temporarily ceased practice for greater than three months or
 - retired permanently from practice

NOTE - If you are retiring from all dental practice please refer to section on Retirement from Practice.

Oral and Maxillofacial surgery

Part time

RMA

- For those who are completing not more than 20 hours per week on average or up to a maximum of 1,000 hours during the financial year and are a Member of ANZAOMS

Full time

OMX

- For those who are a Member of ANZAOMS

OMZ

- For those who are NOT a Member of ANZAOMS

These categories allow unlimited private practice.

Notes

Retirement from Practice

If you have permanently ceased practising in Australia please contact ADAWA regarding cover for your past practice. Following 4 years of ceasing practice permanently, you may be eligible for an Extended Reporting Period (ERP) subject to approval by MDA National Insurance which will continue to provide you with ongoing cover to notify any matters you become aware of after your retirement.

PRIVACY POLICY

AUSTRALIAN DENTAL ASSOCIATION (WA BRANCH)

1. Privacy commitment

Australian Dental Association (W.A. Branch) Inc (ADA WA) is committed to safeguarding the privacy and confidentiality of the personal information it collects. ADA WA only collects personal information that is necessary for meeting its objects as set out in its Constitution, which are “to promote the health of the public, the art and science of dentistry, and the interests of the dental profession.”

2. What personal information does ADA WA collect?

ADA WA collects personal information from members and potential members. The personal information which we collect includes:

- your name, gender and date of birth;
- your qualifications and dates of graduation;
- details of your professional indemnity cover and certificates of currency;
- languages spoken by you other than English; and
- your contact details, including your address, telephone, facsimile and email.

3. Why does ADA WA collect personal information and how does ADA WA use personal information?

ADA WA collects and uses your personal information for the following purposes:

- processing membership applications and renewals;
- updating and maintaining the Register of Members;
- providing membership services to members (including sending out ADA WA publications and communications);
- keeping members informed about member services, products and publications;
- providing continuing education programs;
- sending and processing invoices for membership subscriptions;
- conducting surveys; and
- other purposes which you consent to.

ADA WA may share relevant personal information provided by you with the Australian Dental Association Inc (the national body representing dentistry in Australia) and other organisations to enhance the services offered to our members.

ADA WA may from time to time upon a request being made by an existing ADA WA member, provide that member with the names and practice addresses of other members. This will only occur where it is considered appropriate by the ADA WA executive following consideration of the request and where you have consented to the release.

ADA WA is an authorised corporate representative of MDA National Insurance Pty Ltd (MDA). Collection and use of personal information obtained by ADA WA in this capacity is governed by MDA’s privacy policy.

Other than as set out in this section, we will not provide personal information to a third party, including overseas third parties, without your prior consent or otherwise as may be required by law.

4. How does ADA WA collect personal information?

The personal information which ADA WA collects is obtained directly from members or potential members through forms completed by individuals, emails, face-to-face meetings and telephone conversations.

5. How does ADA WA store and protect the information we hold about you?

We store personal information in paper copy form and electronically. We take reasonable steps to protect the security of the personal information we hold, including protections against unauthorised access, virus, fire, theft or loss. Our staff are bound by confidentiality agreements regarding the protection of members’ personal information.

PRIVACY POLICY

AUSTRALIAN DENTAL ASSOCIATION (WA BRANCH)

6. How can you access your personal information?

If you wish to access the personal information that ADA WA holds about you, you can contact us in writing, by email or by telephone and request access to your personal information. Our contact details are set out in Section 8 of this Policy. We will always try to meet your request within a reasonable time.

In some circumstances, your request for access may be denied. These circumstances include:

- if we no longer hold any personal information about you;
- if your request is frivolous or vexatious;
- if the information requested relates to existing or anticipated legal proceedings and would not normally be disclosed as part of those proceedings;
- if providing access would be unlawful; and
- if denying access is required or allowed by law.

If we are unable to give you access to the information you have requested, we will give you written reasons for this decision when we respond to your request.

7. Correcting your personal information

It is important that the information ADA WA holds about you is accurate and up-to-date. You are expected to provide us with any changes to your personal information (including change of address, name, telephone number or email address) to enable us to update our records and the Register of Members. We will always take reasonable steps to ensure that the information that we hold about you is accurate and up-to-date.

If you cease to be member of ADA WA you will be removed from our database but some of your personal information will be held and archived for historical purposes. If you would like for your personal information to be destroyed (not archived) please contact ADA WA.

8. Contact information and resolving your concerns

You can contact ADA WA during our office hours if you have any questions, concerns or complaints about this Privacy Policy or the way in which we collect, store and disclose your personal information. We will always try to respond to you and address your questions, concerns or complaints within a reasonable time. If you have any concerns about a potential breach of this Privacy Policy, please contact the CEO of ADA WA on 9211 5600, who will investigate your concerns and provide a response to you.

This Privacy Policy is available on the ADA WA website at adawa.com.au. You can also contact us and request that we send you a copy of this Policy by mail or email.

Our contact details are set out below:

Contact:	CEO
Phone:	(08) 9211 5600
Address:	ADA House, 54-58 Havelock St West Perth WA 6005
Postal:	PO Box 34, West Perth WA 6872
Email:	adaw@adawa.com.au

Application for Scheme Membership - Australia

Dental Protection Limited & The Medical Protection Society



FOR DENTISTS & SPECIALISTS, ORAL & MAXILLOFACIAL SURGEONS

Personal information

Please use BLOCK LETTERS

Title	Family name	Preferred name
Given names	Date of birth	Sex
Nationality	Phone	Mobile
Postal Address (if different from Home address)		Postcode
Email		
Year of Qualification	Location	

Additional Qualifications

Dental Board Registration No:

Please circle area of work: Private Practice Hospital Defence Forces Laboratory

Other (specify):

Speciality (if applicable)

Registerable Qualification:

I require membership from: _____ / _____ / _____ (Enter date)

Your membership is provisional for 30 days from this date entered.

MEMBERSHIP DECLARATION - TO BE COMPLETED BY ALL APPLICATIONS

I wish to apply for Scheme membership of the Medical Protection Society (MPS) ARBN 005 885 017 (incorporated in the United Kingdom) upon the terms of the Memorandum and Articles of Association from time to time in force (copies which are available on request).

I understand that if my subscription or any other liability to DPL/MPS is in arrears for more than one month, then I shall cease to be entitled to any membership benefits from DPL/MPS from the date when such subscription or liability fell due. I also understand that after non-payment for 2 months DPL/MPS may terminate my membership by notice, although any liability to DPL/MPS already accrued may not be affected.

Signature: _____ **Date:** _____

NB: It is essential that you immediately advise ADA (WA Branch) Inc if you change the Country or State in which you practice or the details of your professional practice alter in any way, as this may affect the amount of subscription premium paid and your entitlement to the benefits of membership.

In order to comply with the Medical Indemnity (Prudential Supervision and Products Standards) Act 2003, and other legislative requirements in Australia ("The relevant Acts") DPL members are offered claims made insurance from MDA National Ltd which is wholly owned by the MDA Nation Limited (MDA National).

To receive an offer of insurance you must first be a member of ADAWA and Dental Protection Limited. Please complete this application form in detail together with the application form.

IMPORTANT: the offer and completion of this application form does not imply an acceptance into membership, which remains at the discretion of Dental Protection Limited.

Dental Practitioner Proposal for Dental Indemnity Policy

This is a proposal for a Dental Indemnity Policy underwritten by MDA National Insurance Pty Ltd (MDA National Insurance) ABN 56 058 271 417, AFS Licence No. 238073.

In completing this proposal, 'we', 'our' and 'us' means MDA National Insurance. 'You' and 'your' means the proposed insured.

It is important that all information contained in this proposal is accurate and complete as this document will form the basis of the insurance contract between you and us. Where there is not sufficient room, please provide your answer on a separate attachment. Failure to disclose all material information that is likely to influence the acceptance of the risk or the terms applied could invalidate the insurance contract. If you have any doubt as to whether any information is material, it should be disclosed. **Please read the Important Notice on page 4 before completing this form. Please ensure that you read and understand the terms and conditions of the Dental Indemnity Policy as outlined in the Dental Indemnity Policy Important Information and Policy Wording, and any Supplementary Important Information and Endorsement to Policy Wording.**

Where you have an obligation to notify the insurer of a matter, this matter can be advised to the relevant Corporate Authorised Representative of the insurer. Please contact the association or organisation that arranges your indemnity insurance to notify any matters under this policy.

Note: The issue of a policy is subject to our underwriting approval.

1. Personal Details

Title	First name(s)	Middle name(s)	Surname
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Any other names by which you have been known (including maiden name)	Sex	Date of birth	
<input type="text"/>	Female Male Other	<input type="text" value="DD"/> / <input type="text" value="MM"/> / <input type="text" value="YYYY"/>	
Postal address	State	Postcode	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Primary practice address	State	Postcode	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Mobile	Other telephone	Email	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

2. Policy coverage requirements

2.1 If approved, your Policy will start from the date we receive this application form unless you request a later start date. Cover for prior practice can be completed under the Retroactive Cover/ Past practice section. Do you want the Policy to start on a later date?

If YES, please specify the date.

NO YES

 / /

2.2 What is your practice category code?

Please refer to the Practice Category Guide to determine your appropriate practice category. If you have any question in relation to the practice categories, please contact the relevant association or organisation that arranges your indemnity insurance.

3. Nature of Practice

3.1 Do you undertake any of the following procedures?

<input type="checkbox"/> Placement of single tooth implants	<input type="checkbox"/> Placement of implants for larger spans e.g. all-on-X	<input type="checkbox"/> Other oral surgery
<input type="checkbox"/> Orthodontics – fixed	<input type="checkbox"/> Orthodontics – clear aligners	

Corporate Authorised Representatives:

Australian Dental Association (WA Branch) Limited – Phone: (08) 9211 5600 | Fax: (08) 9321 1757

Dental Protection Limited Australia Pty Ltd CAR No. 326134 – Freecall: 1800 444 542 | Fax: (07) 3831 7255

MDA National Insurance Pty Ltd ABN 58 056 271 417 Licence No. 238073.

3.2 What best describes your Practice?

Private practice only Public practice for which you are indemnified by your employer Combination of public and private

3.3 What best describes the type of practice you work at?

Solo practice Group practice Multiple locations

3.4 Hours of practice.

Full time (>20hours) Between 10 and 20 hours Between 4 and 10 hours 4 hours or less

3.5 Do you act, or are you likely to act, in the capacity of a Medical Practitioner (outside of dentistry) at any time in the insurance year? NO YES

If YES, please provide details of the nature of the medical practice undertaken on a separate attachment.

4. Retroactive Cover for Past Practice

4.1 When did you first commence practice as a Dental Practitioner in Australia? DD / MM / YYYY

4.2 Please provide details of your previous insurers or medical defence organisations for the last 10 years in the table below.

If your require additional space please complete on a separate attachment.

Name of Organisation/Insurer	Period of insurance	Retroactive date* on Policy
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Please read the information below to obtain an understanding of what retroactive cover is. If you have any questions or are unsure about how to complete this section, contact the association or organisation that arranges your indemnity insurance.

*The retroactive date determines how much of your prior practice is covered under your policy. If your previous insurance policy specifies "Unlimited" for the retroactive date, your MDA National Dental Indemnity Policy will cover you for new matters that you become aware of, arising from your past practice in Australia, irrespective of how long ago the incident occurred. If your previous policy shows a specific retroactive date, please state the date. Your MDA National Insurance Dental Indemnity Policy will not respond to any matter arising out of an incident that occurred before the retroactive date.

5. Qualifications and registration

Qualification <input type="text"/>	Institution <input type="text"/>	Year <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
Country of registration <input type="text"/>	Registration number <input type="text"/>	
Registration type (only relevant for Australian registration) <input type="text"/>	Date first registered DD / MM / YYYY	

5.1 Have you ever been refused registration, deregistered or suspended from practice as a dental practitioner whether as a result of a disciplinary proceeding or otherwise? NO YES

If YES, please provide full details on a separate attachment.

5.2 Do you currently have, or have you ever had conditions, undertakings, cautions, reprimands or notations placed on your registration, including any restrictions placed on your practice in Australia or overseas? NO YES

If YES, please provide a copy of these conditions.

6. Claims and Indemnity History

Understanding your dento-legal case history is important to us in making decisions about offering you cover. When answering the questions below, you should include all matters, whether occurring in Australia or overseas, whether the matter was pursued or not, and whether or not the matter has been finalised.

If you answer **YES** to any of the questions, please provide details on a separate attachment.

If you are unsure whether a matter is relevant, please disclose it to ensure you comply with your duty of disclosure.

6.1 Have you ever been refused membership of a Medical Defence or Dental Indemnity Organisation, been refused professional indemnity, had your insurance or membership cancelled or not been offered renewal?	NO	YES
6.2 Has any Medical Defence Indemnity Organisation or insurer ever imposed any non-standard terms or conditions on your practice or professional indemnity cover, including any requirement that you participate in a risk management program, or have they advised you that such requirements, terms or conditions will be imposed on your current or future indemnity or practice?	NO	YES
6.3 Have you ever had any claims made or threatened against you or against a current or previous employer arising from your provision of dental services, whether finalised or not?	NO	YES
6.4 Are you aware of any circumstances which may give rise to a claim against you or a current or previous employer arising from your provision of dental services?	NO	YES
6.5 Have you ever had any complaints made or threatened against you arising from your provision of dental services, whether they have been investigated or not?	NO	YES
6.6 Have you ever been the subject of an investigation, complaint, disciplinary or other proceeding or inquiry by any hospital, tribunal, professional registration board, court, statutory body (including but not limited to Medicare) or any other body?	NO	YES
6.7 Have you ever been the subject of a criminal investigation or had criminal charges laid against you? For the purposes of this question, please disregard traffic or minor motor vehicle licensing offences.	NO	YES
6.8 Whilst working as a dental practitioner have there been any gaps in your professional indemnity/ insurance since the date of your graduation?	NO	YES

If you are aware of any claims, investigations or inquiries or circumstances which may result in a claim, complaint, investigation or inquiry, please ensure that you notify your current insurer prior to submitting this application.

If you have answered **YES** to any question in section 5, please provide a detailed description of each matter on a separate attachment.

Note: If you have previously held indemnity with another insurer, we will require your cases history or letter of good standing. If you have this available, please attach with this application. If you are unable to provide this with the application we will seek this information from your previous insurer.

For questions relating to claims, circumstances, inquiries or investigations please include in this description:

- whether the matter was notified or dealt with by an insurer and, if so, which organisation;
- the date of the incident;
- a brief summary of the matter and the relevant details (if the matter involved a patient please do not identify the patient in any way);
- your involvement in the matter;
- details of any legal or indemnity payments made, if you are aware of this;
- the outcome if known (if unknown, please state the last known status).

PLEASE DO NOT SEND ANY ORIGINAL DOCUMENTS WITH THIS PROPOSAL

7. Communication preference

We will be communicating information regarding your Policy and membership via email unless you expressly request for it to be sent by post. If you wish to receive your Policy documents in the post please contact us.

I declare that:

1. I agree to be bound by the terms and conditions of the policy.
2. I have read and understood the Important Notice and contents of this proposal and acknowledge that the information included in, or attached to, this form is accurate and complete.
3. I understand my duty of disclosure exists until the contract of insurance is entered into and that I have a continuing obligation to inform MDA National Insurance or its Corporate Authorised Representatives of any material alteration of the risk during the period of insurance including any change in my field of practice or any material change in the nature of professional services provided by me, or the risk category that I have previously declared.
4. I acknowledge that the policy (if issued) will not indemnify me with respect to:
 - (a) claims that have been made against me as at the date of this proposal;
 - (b) claims that arise in the future from matters that I am aware will likely give rise to a claim as at the date of this proposal;
 - (c) any current investigation or inquiry;
 - (d) any future investigation or inquiry that results from a matter that has been, or is currently being, investigated or matters that I am aware of as at the date of this proposal that will be the subject of an investigation or inquiry; and
 - (e) any matter reported on or with this proposal or matters that should have been reported on or with this proposal.

Authorisation and Consent:

5. I authorise and request any Dental Board or other registration body to release all information requested by MDA National Insurance regarding my registration as a dental practitioner, any conditions placed on it and any complaints to, or investigations or hearings by, or on behalf of the Dental Board or registration body involving me whether or not there has been a final resolution and I consent to the disclosure of such information to MDA National Insurance or its Corporate Authorised Representatives, reinsurers or advisers, as appropriate.
6. I authorise and request any current or former insurer or indemnity provider to release all information requested by MDA National Insurance regarding all requests for indemnity or assistance including details of claims, complaints, investigations or inquiries involving me, whether or not there has been a final resolution and I consent to the disclosure of such information to MDA National Insurance and any of its reinsurers or advisers, as appropriate.
7. I consent to MDA National Insurance and any companies, firms or individuals who assist in providing services including reinsurers, Corporate Authorised Representatives, solicitors and barristers, holding and using the information I provide and any information provided about me or my practice by a registration body or current or former insurer or indemnity provider, in accordance with the MDA National Group Privacy Policy.

Please SIGN and DATE below

X SIGN HERE	DD / MM / YYYY
--------------------	----------------

REFER TO THE 'IMPORTANT NOTICE' SECTION ON P.5

To have a thorough understanding of the cover provided under your policy, please read the following information in conjunction with the current *Dental Indemnity Policy Important Information and Policy Wording*, and any *Supplementary Important Information and Endorsement to Policy Wording*.

Your duty of disclosure

Before you enter into an insurance contract, you have a duty, under the Insurance Contracts Act 1984 (Cth) 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; or
- is common knowledge; or
- we know or should know as an insurer; or
- 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 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.

Claims made cover

The Dental Indemnity Policy is a claims made contract of insurance. This means that the policy responds to matters that have occurred on or after the retroactive date and that you first become aware of and notify us in writing during the period of insurance.

Requirement to notify us

You must notify us in writing as soon as practicable of any material alteration of the risk during the period of insurance including any material change in the nature of the professional services provided by you. You must also notify us as soon as practicable after you become aware of:

- (a) any claim, investigation or inquiry; or
- (b) any circumstance that might lead to a claim against you or to an investigation or inquiry involving you; or
- (c) any other matter which might give rise to a claim for indemnity under this policy.

Rights under section 40(3) of the Insurance Contracts Act

If you have a Policy with us and you notify us in writing 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, you may have rights under section 40(3) of the Insurance Contracts Act 1984 (Cth) to be covered in respect of any claim subsequently made against you arising from those facts even though the claim is made against you after the expiry of the period of insurance.

Payments

All monies received will be paid into an Australian bank account and held in trust on your behalf until we agree to accept your Insurance renewal. MDA National Insurance is entitled to the interest earned on this bank account. Your Membership subscription is collected on behalf of DPL Australia and will be allocated accordingly.

Privacy Statement

We collect, hold and use personal information in order to conduct our business of providing assistance, dental-legal advice, education services and insurance. If personal information we request is not provided, we may not be able to supply the relevant product or service to you. Any information you provide will be held and used by us, and any third parties who assist us in providing these products and services (including but not limited to reinsurers, medical/dental specialists, solicitors and barristers) in accordance with the MDA National Group Privacy Policy which is provided on our website. Personal information is also used by us to administer government schemes.

We may disclose personal information to third parties located outside Australia including, but not limited to, information on claims, cases and insureds to reinsurers, brokers and others who assist us to manage or administer our business. We take reasonable steps to ensure that such recipients respect your privacy by abiding by equivalent privacy laws and act in a manner consistent with Australian Privacy Principles contained in the Privacy Act 1988 (Cth).

Registered office: MDA National, Level 3 88 Colin Street WEST PERTH WA 6005 | Web: mdanational.com.au

The MDA National Group is made up of MDA National Limited ABN 67 055 801 771 and its wholly owned subsidiary, MDA National Insurance Pty Ltd (MDA National Insurance) ABN 56 058 271 417 AFS Licence No. 238073. Insurance products are underwritten by MDA National Insurance.

Australian Dental Association (WA Branch) Limited. (ADAWA), AFS Representative No. 326133 and Dental Protection Limited Australia Pty Ltd CAR No. 326134 and Corporate Authorised Representatives of MDA National.

Before making a decision to buy or hold any products issued by MDA National Insurance, please consider your personal circumstances and the relevant Product Disclosure Statement, Policy Wording and any supplementary documentation available at mdanational.com.au.

Direct Debit Authority

To arrange a direct debit please read the Direct Debit Service Agreement and return this completed form. A copy of the Agreement is available via the ADAWA website adawa.com.au.

In completing this form, you are providing MDA National Insurance Pty Ltd (User ID 227682) with an enduring authority to debit your nominated account in payment of the Membership Subscription and Insurance Premium. This Direct Debit Authority remains in force and will be used to pay for future Membership Subscriptions and Insurance Premiums until you advise us that you no longer wish to continue with this arrangement. We will provide you with written notice of future Membership Subscriptions and Insurance Premiums to be debited under this Authority.

Member name

Member number

Payment type

Please select your payment frequency

MONTHLY QUARTERLY YEARLY

Bank Account

Account name

Financial institution

BSB

Account no.

Credit Card

VISA MASTERCARD AMEX DINERS

Cardholder name

Card number

Expiry date

 /

OR

Authority

I have read the Direct Debit Service Agreement and I authorise MDA National Insurance Pty Ltd (User ID 227682) to debit the account nominated above in payment of any Membership Subscriptions and Insurance Premiums in the amount shown on my Renewal/Instalment Notice or quotation form, or as otherwise authorised by me. I understand that this Authority is enduring and will continue until I request that it be cancelled and that it can be used to pay future Membership Subscriptions and Insurance Premiums.

Please SIGN and DATE below

X SIGN HERE	DD	/	MM	/	YYYY
--------------------	----	---	----	---	------

Please return this form either by:

Email: **memberships@adawa.com.au**

Mail: **ADAWA PO Box 34 WEST PERTH WA 6872**

Fax: **(08) 9321 1757**

If you have any queries, please contact our Membership team on **(08) 9211 5600** or email **memberships@adawa.com.au**.

Direct Debit Service Agreement



If you are intending to pay by Direct Debit, please review the following Direct Debit Service Agreement.

It is important you are aware that your Direct Debit Authority is enduring and will be used to pay any Membership Subscriptions and Insurance Premiums for future policies. We will provide you with written notice of future Membership Subscriptions and Insurance Premiums.

Our commitment to you

This agreement outlines our service commitment to you with respect to the Direct Debit Authority arrangements made between MDA National Insurance Pty Ltd (User ID 227682) and you. It sets out your rights, your responsibilities to us and who to contact for assistance.

Your commitment to us

It is your responsibility to ensure that:

- your nominated account can accept direct debits; and
- there is sufficient cleared funds in the nominated account on the drawing date; and
- you advise us if the nominated account is transferred or closed.

If your drawing is returned or dishonored by your financial institution we will re-draw on your account after seven days. Any transaction fees payable by us in respect of the above will be added to the amount being drawn.

If the re-draw is unsuccessful, we will contact you to request an alternative method of payment. You should be aware that if you are unable to provide us with a valid form of payment, your policy may be cancelled.

Disputes

- Please contact us if you have a dispute regarding a drawing made on your account.
- You will receive a refund of the drawn amount if we cannot substantiate the reason for the drawing.

Drawing arrangements

- Direct debits will be made from your nominated account for the amount shown on your renewal/instalment notice or quotation form.
- If any drawing falls due on a non-business day, it will be debited from your account on the business day following the scheduled drawing date.
- We will give you at least 14 days written notice of any proposed change to the Direct Debit arrangements.

Your rights

If you wish to cancel or make any changes to the Direct Debit arrangement, please contact us at least seven days prior to the next scheduled drawing date and make alternate payment arrangements if there is a payment outstanding. If you wish to make any changes to the Direct Debit arrangement, then please contact the dental organisation or association through whom you access our products, at least seven days prior to the next scheduled drawing date. Please detail the reasons for requesting the change and the dental association in conjunction with MDA National will review each request on a case-by-case basis and advise you in writing whether the change can be made. Changes may include:

- deferring the drawing
- altering the scheduled drawing dates
- stopping an individual debit
- suspending the Direct Debit request.

Confidentiality

All personal information held by us will be treated confidentially in line with our Privacy Policy, except information that we are required to provide to our financial institution to initiate the drawing on your nominated account. A copy of our Privacy Policy can be accessed via our website mdanational.com.au

Initial terms of the arrangement

In terms of the Direct Debit Request arrangement made between us and yourself, we undertake to debit your nominated account for the agreed amount(s) for your Membership Subscriptions and Indemnity Insurance Premiums. All payments will be collected and processed by MDA National Insurance. Your Membership Subscriptions are collected on behalf of your dental organisation or association and allocated accordingly. MDA National reserves the right to not offer a Direct Debit arrangement and request payment of the full outstanding amount should multiple payments fail.

Freecall: 1800 011 255

Member Services Fax: 1300 011 244

Email: peaceofmind@mdanational.com.au

Web: mdanational.com.au

Registered Office: MDA National, Level 3, 88 Colin Street WEST PERTH WA 600

Phone: (08) 6461 3400

Fax: (08) 9415 1492

Dental Indemnity Policy

Important Information and Policy Wording





Introduction

This brochure is divided into two sections.

Section 1 is the important information section. It contains information about the Dental Indemnity Policy.....**2**

Section 2 is the Policy wording.....**10**

It is important that you read these documents carefully before deciding whether to acquire the Dental Indemnity Policy.

The important information section and Policy wording applies to policies commencing on or after 1 July 2018.

SECTION 1: Important Information

Your duty of disclosure and non-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; or
- is common knowledge; or
- we know or should know as an insurer; or
- 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 under the Policy and treat the contract as if it never existed.

What makes up the insurance contract?

The insurance contract is made up of:

- the Policy wording contained within this booklet;
- the Certificate of Insurance we issue to you; and
- any endorsement we issue to you.

You must read all of these documents carefully. They should be kept in a secure place.

A claims made policy

The Dental Indemnity Policy is a claims made contract of insurance. This means that it covers civil liability claims made against you and notified to us during the period of insurance and investigations and inquiries that you first become aware of and notify to us during the period of insurance. Similarly, the cover for legal costs for other matters only applies to matters that you first become aware of and tell us about during the period of insurance.

The Policy does not cover matters you were aware of prior to the commencement of the period of insurance, whether you told us about them on your proposal or not. Such matters may be:

- claims that have already been made or threatened against you;
- investigations or inquiries whether commenced or not; or
- circumstances you are aware of that could give rise to a claim against you or to an investigation or inquiry or other matter in respect of which the Policy provides cover for legal costs.

In relation to civil liability claims against you, if you have a Policy with us and you notify us in writing during your period of insurance of circumstances that may give rise to a claim against you, the fact that you do not give us written notice of a claim against you relating to those circumstances before your Policy has expired will not, of itself, relieve us of liability. However, you must notify us of the claim against you as soon as you become aware of it.

If you notify us of a matter for which you seek indemnity after your Policy has expired or is cancelled, you may not be indemnified by us for that matter. If you want to remain insured it is important that you continue to renew your Policy or obtain alternative insurance. Matters properly notified to us prior to the expiry or cancellation of the Policy and accepted by us as a valid claim will continue to be covered under that Policy.

Retroactive cover

As long as the civil liability claim was first made against you or the investigation, inquiry, allegation or other matter giving rise to legal costs first came to your knowledge during the period of insurance, we will cover you according to the terms of the Policy, even if the incident giving rise to the claim against you, investigation, inquiry, allegation or other matter occurred before the commencement of the period of insurance, provided it occurred after the retroactive date.

The retroactive date of your Dental Indemnity Policy determines how much of your prior practice is covered under your Policy. If your Certificate of Insurance specifies "Unlimited" for the retroactive date, we will cover you irrespective of how long ago the incident occurred. If your Policy shows a specific retroactive date, the Policy will not respond to any matter arising out of an incident that occurred before that date.

Subrogation

We have a right under the Policy to take over all of your rights of recovery in respect of a claim under the Policy and to pursue actions against third parties in your name even if a claim has not actually been paid.

If you surrender any right or settle any claim against you, or by you against another for contribution, indemnity or recovery without our prior written consent then we may be entitled to reduce our liability under the contract of insurance.

What does the Policy cover?

The Dental Indemnity Policy is a contract of insurance. The following is a summary of the insurance only and does not form part of the contract of insurance. All of the features, terms and conditions of this insurance are set out in the Policy wording (Section 2 of this document).

The Policy insures you, and your estate, for civil liability arising out of:

- claims against you in connection with your provision of dental services and Good Samaritan acts (clauses 1 and 2 of the Policy);
- your unintended breach of privacy legislation (clause 3);
- you reporting an incident or a healthcare professional to a hospital, area health authority or professional body, or participating in an investigation of such an incident (clause 4); and
- claims against a practice entity controlled by you, but only when the claim against the practice entity arises directly in connection with the provision of dental services by you (clause 5).

The Policy insures legal costs:

- incurred by us for the defence or settlement of a claim against you covered under the Policy (clause 6(a));
- incurred with our consent for assisting you with investigations by a Professional Registration Board or Professional Services Review Committee (clause 6(b));
- incurred with our consent for assisting you with inquiries arising from the provision of dental services, including an investigative proceeding or hearing by or on behalf of a professional body, health services authority, dental tribunal, Royal Commission, Coroner's Court, Information Commissioner, Privacy Commissioner, Consumer Protection Agency, Anti-Discrimination Board or health or medical benefits fund or the university that you attend or attended as a dental student (clause 6(c));
- of a professional or administrative body which you are ordered to pay as a result of an investigation (clause 6(b));
- which you are ordered to pay as a result of an inquiry (clause 6(c));
- incurred with our consent in seeking an Apprehended Violence Order where there is a threat to you or your immediate family related to the provision of dental services by you (clause 6(d)); and

- for the successful defence of a claim against you, investigation or inquiry which arises out of any alleged sexual misconduct or criminal conduct by you against a patient arising out of your provision of dental services (clause 7).

If you are a dental practitioner (but not if you are a dental student) the Policy also insures you:

- for the reasonable cost of replacement or restoration of certain lost or damaged documents (clause 8); and
- if you are entitled to indemnity under clause 1 for your loss of income for attending a hearing at court (clause 9).

How much we insure you for

The total amount we will pay for the aggregate of all claims under the Policy during the period of insurance will not exceed the Maximum Limit of Indemnity set out in the Certificate of Insurance	Maximum Limit of Indemnity
All claims under the Policy during the period of insurance	\$40,000,000 in the aggregate
Provided that the Maximum Limit of Indemnity is not exceeded, the following sub-limits apply for the Period of Insurance	Sub-limits of indemnity as set out below
Limit of indemnity per claim under the Policy for Clauses 1 to 6(a) - during the period of insurance	\$20,000,000
Clause 6(b) and (c) and 7 - legal costs and costs orders arising out of investigations and inquiries (clauses 6(b) and 6(c)); legal costs of seeking an Apprehended Violence Order (clause 6(d)); and legal costs arising out of allegations of sexual misconduct or criminal conduct (clause 7)	\$500,000 in the aggregate
Clause 8 - Loss of Documents	\$100,000 in the aggregate
Clause 9 - Loss of income for attending a hearing at court with respect to a civil liability claim against you	\$20,000 in the aggregate with a maximum of \$2,000 per day for up to 10 days

What we do not insure you for

The Policy will not provide insurance cover in certain circumstances. Clauses 14 and 15 of the Policy Wording set out what the Policy does not cover. Please ensure that you read the Policy exclusions carefully in order to understand what is not covered.

Policy conditions

There are things that you must do. If you do not do them, we may be able to reduce or avoid our liability under the Policy. These conditions are set out in clauses 16 to 26 (inclusive) of the Policy Wording. For example, you must pay the premium when it is due (clause 16). You must also notify us in writing as soon as practicable after you become aware of any claim against you, investigation or inquiry, or circumstances that could give rise to such or any other matter that might give rise to a claim under the Policy (clause 17).

General terms & definitions

There are some general terms and definitions that apply to all of the insuring clauses. These are set out in clauses 27 to 37 (inclusive) of the Policy Wording.

For example, when a claim against you includes both allegations that are indemnified under the Policy and allegations that are not indemnified, we may reduce the amount that we pay for legal costs to an amount that we regard as attributable to the allegations for which we provide indemnity (clause 27).

We also have the right to conduct and control any proceedings (clause 28).

Cooling off period

You have a cooling off period that allows you to cancel your Policy within 21 days of it being issued.

You must cancel the Policy in writing. We will refund the whole of the premium (including any Government taxes and charges) that you have paid.

However, your cooling off right does not apply if you make a claim under your Policy prior to your request to cancel it.

Cancellation

You may cancel your Policy at any time by telling us in writing. We will refund the premium for the unexpired period of insurance on a pro-rata basis less an amount equal to 45 days' premium, unless you have made a claim under the Policy or notified a potential claim under the Policy in which case we will not make any refund (clause 32).

We may cancel the Policy by giving you three business days' written notice (clause 33) if:

- you failed to disclose or misrepresented to us any information that you knew (or could reasonably be expected to have known) was relevant to our decision to insure you and on what terms;
- you fail to comply with your duty of utmost good faith to us;
- you fail to comply with a provision of this Policy, including the provision to pay the premium or a premium instalment;
- you fail to comply with any provision of this Policy which requires you to notify us; or
- you make a fraudulent claim under the Policy.

Run-off cover or extended reporting period

Run-off cover is a form of cover generally taken out by professionals when they retire or in the event they stop practising permanently. Run-off cover is provided through an extended reporting period which allows you to notify claims against you or potential claims against you to us after the expiry of the period of insurance, in effect extending the period of insurance. You should notify the association or body that arranged your cover when you are going to retire or cease practice. We may offer you an endorsement to your current Policy giving you an extended reporting period.

Privacy

The protection of your personal information is important to us. We collect your personal information to ensure that we are able to provide you with appropriate products and services. We collect, handle, store and disclose personal and sensitive information in order to:

- decide whether to issue a Policy;
- determine the terms and conditions of the Policy;
- analyse data;
- handle claims against you;
- handle your claims under the Policy;
- meet our legal obligations; and
- provide our products to you and improve the delivery of our products and services.

As part of our commitment to client service and the protection of client confidentiality we have adopted the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth), as amended. You can download our Privacy Policy from our website at mdanational.com.au or contact us to obtain a copy.

What to do if you want to make a complaint against us

If you have a complaint relating to our product or services. In the first instance please contact our authorised representative (the dental association from whom you accessed our product or services). In the event you are not satisfied by the response you receive to your complaint you may access our internal dispute resolution process which is described below.

MDA National Insurance internal dispute resolution

We are committed to dealing openly with all of our policyholders and will endeavour to resolve any complaint quickly, efficiently and fairly. We view complaint resolution as an important part of our continuous improvement process.

A complaint is an expression of dissatisfaction made to us, relating to our products and services or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected.

In our experience, most issues can be resolved with a quick phone call. If you do have a complaint in relation to our products or services, please contact the MDA National Complaints Officer by:

Phone: 1800 034 466 (Freecall)
Fax: (08) 9415 1492
Email: complaintsofficer@mdanational.com.au
In writing: PO Box 445
WEST PERTH WA 6872

We will respond to you with a decision within 15 business days.

Financial claims scheme

This Policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA). The FCS is intended to protect certain policyholders in the extremely unlikely event of an insurer becoming insolvent. A person entitled to claim under a protected policy may be entitled to payment under the FCS although access to the scheme is subject to eligibility criteria. Information about the FCS can be obtained from ARPA at fcs.gov.au or calling the FCS info line on 1300 558 849.

SECTION 1: Important Information

SECTION 2: Policy Wording

This Dental Indemnity Policy is issued by MDA National Insurance Pty Ltd ABN 56 058 271 417, AFS Licence No. 238073.

When issuing this Policy we have relied on the information you have given us in your proposal. You must tell us without delay if any of this information is incorrect or if it changes.

Please read the Policy and Certificate of Insurance carefully and keep it in a safe place. When reading this Policy, please note the use of specially defined words which are listed at the end of the Policy.

What we insure you for

Civil Liability

1. We will indemnify you for civil liability for a claim against you arising directly out of your provision of dental services, but only when:
 - (a) the claim against you is first made during the period of insurance; and
 - (b) you tell us about the claim against you in writing during the period of insurance; and
 - (c) the claim against you arises from an act or omission occurring on or after the retroactive date and not within any non-practising period.

Good Samaritan acts

2. We will indemnify you for civil liability for a claim against you when that claim arises directly from your provision of emergency medical treatment where you are in attendance as a bystander and there is no expectation of payment or other reward, but only when:
 - (a) the claim against you is first made during the period of insurance; and
 - (b) you tell us about the claim against you in writing during the period of insurance; and
 - (c) the claim against you arises from an act or omission occurring on or after the retroactive date.

This clause only applies to acts necessary to stabilise the patient or to prepare the patient for transfer.

Breach of privacy

3. We will indemnify you for civil liability for a claim against you arising out of your unintended breach of the *Privacy Act 1988* (Cth) or equivalent State or Territory legislation in connection with your provision of dental services, but only when:
 - (a) the claim against you is first made during the period of insurance; and
 - (b) you tell us about the claim against you in writing during the period of insurance; and
 - (c) the claim against you arises from an act or omission occurring on or after the retroactive date and not within any non-practising period.

Liability for reports about others

4. We will indemnify you for any civil liability claim against you (including a claim for defamation) that arises directly out of you, in good faith and in the public interest, reporting an incident or a healthcare professional to a hospital, area health authority or professional body or participating in the investigation of such an incident, but only when:
 - (a) the claim against you is first made during the period of insurance; and
 - (b) you tell us about the claim against you in writing during the period of insurance; and
 - (c) the claim against you arises from a report made on or after the retroactive date.

Your practice entity

5. We will indemnify a practice entity controlled by you for civil liability for a claim made against that practice entity, but only when:
 - (a) the claim against the practice entity arises directly from dental services provided by you personally; and
 - (b) the claim against the practice entity would be covered under this Policy if made against you; and
 - (c) the practice entity complies with the terms and conditions of the Policy that you must comply with; and
 - (d) the claim is first made against the practice entity during the period of insurance; and

- (e) you tell us about the claim against the practice entity in writing during the period of insurance; and
- (f) the claim against the practice entity arises from an act or omission occurring on or after the retroactive date and not within any non-practising period.

If the practice entity is not 100% owned by you, then our indemnity is limited to the same proportion of liability as your ownership of the entity.

Legal costs

6. Subject to clause 28, we will indemnify you for:

- (a) legal costs that we incur on your behalf for any claim against you covered by this Policy under clauses 1 to 5; and
- (b) legal costs (up to the sub-limit stated in the Certificate of Insurance) that we incur on your behalf for any investigation and any legal costs of a professional registration board or professional services review committee that you are ordered to pay as a result of an investigation which finds against you; and
- (c) legal costs and costs orders (up to the sub-limit stated in the Certificate of Insurance) that we incur on your behalf:
 - (i) for any inquiry arising from the provision of dental services by you and any legal costs that you are ordered to pay as a result of a finding against you in such an inquiry;
 - (ii) in defending an allegation of academic misconduct made against you by the University that you attend or attended as a dental student.

but, in each case in (b) and (c), only if you first become aware of the investigation or inquiry and you tell us about it in writing during the period of insurance and the investigation or inquiry relates to an act or omission that occurred on or after the retroactive date; and

- (d) legal costs (up to the sub-limit stated in the Certificate of Insurance) incurred by you with our consent in seeking an Apprehended Violence Order or equivalent relief where there is a threat to the personal safety of you or a member of your immediate family and the threat is related to the provision (or non-provision) of dental services by you on or after the retroactive date, but only if you first become aware of the threat and tell us about it, in writing, during the period of insurance.

Legal costs for defence against allegations of sexual misconduct and criminal conduct towards patients

7. We will indemnify you for reasonable legal costs incurred by you with our consent, or incurred by us on your behalf, for the successful defence of any claim against you, criminal proceedings, investigation or inquiry, arising out of alleged sexual misconduct or criminal conduct by you against a patient arising directly out of your provision of dental services to the patient, if and when:
- (i) in the case of a civil liability claim against you, it has been permanently discontinued, or there is a final judgment in your favour; or
 - (ii) in the case of a criminal proceeding, it has been permanently discontinued, or you have been found not guilty, or the charges against you have been dropped; or
 - (iii) in the case of an investigation or inquiry, it has been permanently discontinued, or the outcome is that no finding of professional misconduct has been made against you;

but only if:

- (a) you first become aware of the claim against you, criminal proceeding, investigation or inquiry during the period of insurance; and
- (b) you tell us about the claim against you, criminal proceeding, investigation or inquiry during the period of insurance; and
- (c) the claim against you, investigation or inquiry arises from an act or omission occurring on or after the retroactive date and not within any non-practising period; and
- (d) all appeal rights of any party in relation to the allegations made against you have been exhausted.

We may at our absolute discretion agree to advance the legal costs under this clause to you as they are incurred and prior to the finalisation of any claim against you, criminal proceeding, investigation or inquiry. We may in our absolute discretion cease to advance legal costs to you at any time and take steps to recover from you any legal costs already paid under this clause.

If we do advance legal costs to you, and we subsequently determine that we have no liability to pay those legal costs under this clause, then you must repay those legal costs to us.

If we do not advance legal costs and you are eligible for indemnity under this clause, you must provide evidence of the legal costs incurred by you. We will indemnify you only for the reasonable costs incurred by you in conducting your defence.

Loss of documents (dental practitioners only)

8. If you are a dental practitioner, in the event of any loss of documents which in the ordinary course of your providing dental services were in your possession or the possession of those to whom the documents were entrusted by you, we will indemnify you for the reasonable costs and expenses incurred by you in replacing or restoring those documents, but only when:
- (a) the loss of documents occurred, or you first become aware of, the loss of documents during the period of insurance; and
 - (b) you notify us about the loss of documents in writing during the period of insurance; and
 - (c) we have agreed to the costs of replacement or restoration before they are incurred.

We will not indemnify you for any costs and expenses incurred in replacing or restoring electronic documents or data as a result of a computer virus or an unauthorised access to your systems where you do not have appropriate back up storage systems and protocols and current security software installed to protect your documents and data.

Loss of income (dental practitioners only)

9. If you are a dental practitioner, we will reimburse you for your personal income forgone by you as a result of you attending a hearing at court if and only if it is with respect to a matter for which you are indemnified under clause 1 of this Policy and;
- (a) lawyers instructed by us on your behalf confirm in writing that your attendance is required;
 - (b) you are unable to work on the relevant day due to your attendance at Court;
 - (c) you furnish to us evidence, satisfactory to us, of your loss of income and that the loss of income resulted from your attendance at a hearing at court;
 - (d) the claim against you was made after 1 July 2018.

Extended reporting period

10. If your Certificate of Insurance is endorsed with an extended reporting period, then you will be entitled to an extended reporting period during which any notification to us in respect of an act or omission that occurred or is alleged to have occurred prior to the end of the period of insurance and on or after the retroactive date will be deemed to have been first notified to us during the period of insurance.
11. The extended reporting period will commence on the commencement date for the extended reporting period set out in the Certificate of Insurance and expire on the first to occur of:

- (a) you providing any dental service in Australia after the commencement of the extended reporting period set out in the Certificate of Insurance, whether or not for reward; or
- (b) us cancelling the Policy (including the extended reporting period); or
- (c) the limit of indemnity being reached; or
- (d) the final distribution of your estate following your death.

How much we insure you for

12. The Maximum Limit of Indemnity and, provided the Maximum Limit of Indemnity is not exceeded, the sub-limits of indemnity are set out in the following table.

The total amount we will pay for the aggregate of all claims under the Policy during the period of insurance will not exceed the Maximum Limit of Indemnity set out in the Certificate of Insurance	Maximum Limit of Indemnity
All claims under the Policy during the period of insurance	\$40,000,000 in the aggregate
Provided that the Maximum Limit of Indemnity is not exceeded, the following sub-limits apply for the Period of Insurance	Sub-limits of indemnity as set out below
Limit of indemnity per claim under the Policy for Clauses 1 to 6(a) - during the period of insurance	\$20,000,000
Clause 6(b) and (c) and 7 - legal costs and costs orders arising out of investigations and inquiries (clauses 6(b) and 6(c)); legal costs of seeking an Apprehended Violence Order (clause 6(d)); and legal costs arising out of allegations of sexual misconduct or criminal conduct (clause 7)	\$500,000 in the aggregate
Clause 8 - Loss of Documents	\$100,000 in the aggregate
Clause 9 - Loss of income for attending a hearing at court with respect to a civil liability claim against you	\$20,000 in the aggregate with a maximum of \$2,000 per day for up to 10 days

13. For the purpose of determining which one period of insurance applies, where:
- (a) an act or omission;
 - (b) one or more related acts or omissions;
 - (c) any course of related treatment;
 - (d) any acts or omissions which are substantially in common with each other;
 - (e) any courses of treatment which are substantially in common with each other; or
 - (f) the same or similar underlying cause or source

gives rise to more than one claim against you, all such claims will constitute a single claim against you and will be treated as if first made at the time of the earliest claim against you by any claimant.

What we exclude from the Policy

14. We will not indemnify you under this Policy when:
- 14.1 and to the extent that you are entitled to indemnity under any other contract of insurance, any indemnity arrangement or scheme (such as an indemnity provided by your employer or a discretionary indemnity scheme provided by a professional defence organisation or mutual fund), whether current or not, any law or any contract or other arrangement, that in each case is not a contract of insurance entered into by you or, if it is such a contract, is required to be effected by or under a law in Australia or any State or Territory in Australia;
 - 14.2 the matter for which you seek indemnity is one that you knew about before this Policy began, or that a reasonable person in your professional position would have known about before this Policy began, or the matter arises from any act or omission that you knew before this Policy began, or that a reasonable person in your professional position would have thought before this Policy began, might result in a matter that might be covered under this Policy;
 - 14.3 the matter for which you seek indemnity arises from circumstances which you notified to us or to another insurer or other indemnity provider before the period of insurance;
 - 14.4 the claim against you, investigation or inquiry arises in any way out of a practice or procedure not associated with your field of practice except where the claim against you, investigation or inquiry relates to Good Samaritan acts described in clause 2;

- 14.5 the claim against you arises from an act or omission of an employee, contractor or any other person when that act or omission was:
- (a) outside the terms and conditions of his or her employment or contract; or
 - (b) outside the boundaries of his or her training and/or qualifications; or
 - (c) not under your supervision.
- 14.6 the claim against you, investigation or inquiry arises because of your continuing use of a procedure or practice in the provision of dental services 14 days after you have received notice from us under clause 19 asking you to stop using the procedure or practice;
- 14.7 the matter for which you seek indemnity arises in any way from an act or omission by you when you were not registered, were prohibited from practising or you acted outside of, or did not comply with, the terms, limitations or requirements of your registration;
- 14.8 the matter for which you seek indemnity arises in any way out of or in connection with defamation or any allegation of defamation except to the extent that we agree to indemnify you under clause 4;
- 14.9 the claim against you arises in any way from any activity in connection with or sponsorship of a clinical trial or research project. This exclusion does not apply to your provision of dental services to a participant in a clinical trial or research project provided that the clinical trial or research project has been approved by a properly constituted Ethics Committee in accordance with National Health and Medical Research Council Guidelines and has been conducted in accordance with any conditions or approvals made by such Ethics Committee;
- 14.10 the claim against you or inquiry arises in any way out of the provision of dental services by you while intoxicated or otherwise impaired by the use of an intoxicant or drug except for the reasonable refusal to provide dental services because of the influence of such intoxicant or drug;
- 14.11 the claim against you or inquiry arises in any way as a result of the transmission of a disease from you or from someone for whom you are vicariously liable to a patient when, at the time of transmission, you knew or reasonably should have known that the infected person was carrying the disease;
- 14.12 the matter for which you seek indemnity arises in any way out of any actual or alleged sexual harassment, sexual misconduct, criminal conduct or unlawful discrimination except to the extent that you are indemnified for your legal costs under clause 7;

- 14.13 the matter for which you seek indemnity arises in any way out of any wilful violation or breach of any statute or regulation or out of any act committed with dishonest, malicious or criminal intent;
- 14.14 a person makes a claim against you because, and only because, that person is or was an employee or agent of you or a practice entity controlled by you or because you or a practice entity controlled by you did not employ that person;
- 14.15 the claim against you, investigation or inquiry arises in any way out of a dispute between you and a current, former or prospective partner or co-owner in your practice entity other than a claim of professional negligence;
- 14.16 and in respect of a legal obligation:
- (a) to refund any fee charged to or in respect of a patient; or
 - (b) to pay a fine or a civil or criminal penalty; or
 - (c) to pay punitive, aggravated or exemplary damages.
- 14.17 the claim against you arises in any way out of the development, manufacture, storage, supply or endorsement of any good or product. This exclusion does not apply to the manufacture or supply of a product by you as an intrinsic part of you providing dental services to a patient;
- 14.18 the claim against you or inquiry arises in any way out of the unlawful sale, supply, use or application of any substance;
- 14.19 the matter for which you seek indemnity arises in any way out of the ownership, use, lease or occupation or state of any premises or anything done or omitted to be done in respect of the state of any premises;
- 14.20 the matter for which you seek indemnity arises in any way out of or in connection with an actual or threatened pollution of the environment (including exposure to asbestos) or a requirement for you to deal with that pollution exposure. This exclusion does not apply to the provision of dental services to any patient who has symptoms, whether actual or alleged, as a result of any exposure to pollution including asbestos whether directly or indirectly;
- 14.21 the claim against you arises out of or is connected with any contractual liability, warranty or guarantee unless you would have been otherwise liable in the absence of the contractual liability, warranty or guarantee;
- 14.22 the matter for which you claim under the Policy arises out of or is connected with acts of terrorism, war, invasions, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military or usurped power. This exclusion does not apply to any healthcare procedure performed as a result of or in an attempt to prevent any injuries arising out of any terrorism, war or warlike situation;

- 14.23 the claim against you, investigation, inquiry or other matter arises out of:
- (a) a judgment or order:
 - (i) by a court in the United States of America or its territories; or
 - (ii) by a court elsewhere exercising jurisdiction under a Local, State or Federal Law of the United States of America; or
 - (iii) based on, derived from or to enforce a judgment or order by a court referred to in (i) or (ii); or
 - (b) acts or omissions (other than loss of documents described in clause 8) which occur within the territorial limits of the United States of America or its territories.

This exclusion does not apply to Good Samaritan acts described in clause 2;

- 14.24 the claim against you, investigation, inquiry or other matter arises from any act or omission occurring or allegedly occurring outside the Commonwealth of Australia or its territories or protectorates unless we have agreed in writing to extend cover and then only to the jurisdictions and for the period of time specified by us in writing. This exclusion does not apply to Good Samaritan acts described in clause 2 or to loss of documents described in clause 8;
- 14.25 you have, without our consent, admitted liability with respect to any matter for which you claim or may be entitled to claim under the Policy;
- 14.26 the claim against you arises from an actual or alleged contravention of any provision of the *Competition and Consumer Act 2010* (Cth) or the *Trade Practices Act 1974* (Cth) or any equivalent State or Territory fair trading legislation. This exclusion does not apply to cover for civil liability for a claim against you provided under clause 1 or the legal costs cover provided under clause 6;
- 14.27 the claim against you, investigation, inquiry or other matter arises out of the provision of elective dental treatment by you to a member of your immediate family, but this exclusion does not apply to emergency dental treatment provided by you.

Fraudulent claims

15. We may reject a fraudulent claim for indemnity or any part of a claim that is fraudulent.

Conditions

Payment of premium

16. You must pay the premium, or any instalment of premium, on or before the date when it is due.

When you have to notify us

17. You must notify us in writing as soon as practicable after you become aware of:
- (a) any claim against you, investigation or inquiry; or
 - (b) any circumstance that might lead to a claim against you, or by you against another, or to an investigation or inquiry involving you; or
 - (c) any other matter which might give rise to a claim for indemnity under this Policy.
18. If you seek indemnity under this Policy you must tell us about any other insurance or other entitlement to indemnity that may indemnify you including the identity of the other insurer or indemnifier, the policy number and any other information that we may reasonably require.

Stop notice

19. You must stop using a procedure or practice in providing dental services if:
- (a) we consider that the practice or procedure poses an unreasonable risk of giving rise to a claim against you, investigation or inquiry; and
 - (b) we give you 14 days' notice asking you to stop using the procedure or practice.

Your duty to co-operate

20. You must, at your expense:
- (a) give us, our investigators and legal representatives all information, documents and assistance we reasonably require including without limitation access to books and records of your dental practice;
 - (b) co-operate fully with us, our investigators and legal representatives; and
 - (c) attend any risk management meetings that we request in writing and co-operate fully with us by providing us with all information concerning your risk management.

21. Your duty to co-operate includes, but is not limited to:
- (a) providing dental records, treatment notes, billing records, tax returns, and other financial documents;
 - (b) providing information and identifying and locating witnesses;
 - (c) permitting our investigators and legal representatives access to your practice records;
 - (d) attending meetings in person or by telephone with us or our investigators or legal representatives or experts engaged by or for us, for the purpose of being interviewed or providing information or evidence in oral or written form;
 - (e) co-operating with our investigators and legal representatives in the preparation, defence or conduct of legal proceedings;
 - (f) refraining from direct communication with any court, tribunal or other decision-making body and any other party involved in a claim against you, an investigation or inquiry or an allegation made by you without, or contrary to, approval or advice from us or our legal representatives;
 - (g) attending court, investigations, inquiries and other hearings for the purposes of giving evidence or assisting our legal representatives;
 - (h) undergoing medical and other examinations;
 - (i) seeking our consent, or advice from our legal representatives, in relation to and before communicating with other persons or entities involved in a claim against you, an investigation or inquiry or an allegation pursued by you; and
 - (j) complying with our requests for information, including for evidence of hours of practice and financial information.
22. You agree to waive any legal professional privilege to the extent only that the privilege would otherwise prevent any legal representative appointed by us from disclosing information to us.

Prevention of loss

23. You must not, without our prior written consent:
- (a) admit liability for; or
 - (b) do or not do anything which may compromise our ability to defend or pursue or assist you in an investigation or inquiry with respect to; or
 - (c) offer or make any payment or settlement of; any matter in respect of which we may be liable to indemnify you.
24. You must use all reasonable measures to avoid or reduce any liability under this Policy.

Alteration of risk

25. You must give us notice as soon as practicable of any material alteration of the risk during the period of insurance including without limitation any material change in your field of practice, the nature or extent of the dental services provided by you, or the risk category you have previously declared. We will be entitled to exercise rights including but not limited to adjusting the premium that you are liable to pay and/or amending the terms of your Policy to reflect the change in the risk.

Refund of professional fees

26. If you receive a demand to refund professional fees, from a patient or in relation to a patient, you agree to pay us the amount that we request comprising some or all of the fees that you received in relation to that patient but only when:
- (a) there are reasonable grounds for us believing the dental treatment or services provided were of an unsatisfactory clinical or professional standard; and
 - (b) we request you to do so in writing.

In assessing the amount you may have to pay us, we will take into account the particular services provided to that patient deemed to be unsatisfactory. We may request you refund the patient rather than paying us.

General terms

Allocation of legal costs

27. If a claim against you, investigation, inquiry or other matter includes both allegations in relation to which you are entitled to indemnity under this Policy and allegations in relation to which you are not entitled to indemnity under this Policy, we will pay only that proportion of legal costs which are attributable to the covered allegations. We will determine in our absolute discretion the allocation of legal cost between the covered allegations and the uncovered allegations and will inform you of our determination in writing. In determining the allocation of legal costs, we will have regard to the proportion which that part of the claim against you, investigation, inquiry or other matter consisting of covered allegations bears to the whole of the claim, investigation, inquiry or other matter.

Our right to the conduct and control of proceedings

28. You agree that:
- (a) we have the right to conduct and control all matters that we agree to indemnify under this Policy, including their investigation, defence, pursuit, avoidance, reduction, settlement and, subject to clause 29, any appeal as we see fit; and
 - (b) we may do so in your name.

However we will not admit liability for or settle any claim against you, investigation, inquiry or other matter against you without your prior consent, which is not to be withheld unreasonably. In determining whether your consent has been withheld unreasonably, we can take into account any factor including the merits and prospects of success and costs and may, but are not obliged to, seek legal advice.

If you do not consent to our settling a claim against you, or otherwise resolving an investigation, inquiry or other matter, your entitlement to indemnity for legal costs will cease and our liability is limited to the amount we recommend in settlement and/or payment of your legal costs up to the date that we recommended settlement of the claim against you, or resolution of the investigation, inquiry or other matter to you.

Appeals

29. If you are dissatisfied with the decision made by a court, board, tribunal or other decision making body in a matter in which we have indemnified you or advanced legal costs to you under this Policy, and you want to appeal against that decision, you must request our written approval within 14 days after the decision is handed down or within such shorter period as would be reasonable having regard to the time limit for an appeal to be filed. You must do so in writing, setting out your reasons for wanting to appeal. We will inform you in writing whether we consent or not to pay your legal costs of the appeal.

We will not pay or incur, or continue to pay or incur, legal costs of you pursuing any appeal if we, in our absolute discretion, consider that such appeal does not have reasonable prospects of success, or for any other reason, including but not limited to legal costs, should not be pursued. We may, but are not obliged to, seek legal advice as to the merits and prospect of success of such appeal. Our decision to pay your legal costs of any appeal is final and in our complete discretion. If you decide to appeal without our consent, we will not pay any additional legal costs associated with the appeal or any further amount which may be an outcome of the appeal.

If your appeal is successful and you are entitled to a payment or refund of legal costs paid by us and/or any money that we paid the claimant, that payment or refund becomes a debt due to us and you must forward that payment or refund to us less any legal fees and expenses you have incurred in the appeal.

The amount payable under the Policy in respect of any appeal is included in the relevant sublimit.

Subrogation

30. You agree not to surrender any right to, or settle any claim for, contribution, indemnity or recovery, without our consent.
31. If we make a payment under this Policy, we are subrogated to all your rights of contribution and indemnity or recovery.

Cancellation

32. You may cancel this Policy at any time by notifying us in writing. If you cancel the Policy within the cooling off period of 21 days after it was issued to you, we will refund your premium in full. If you cancel outside the 21 day cooling off period, we will refund the premium for the unexpired period of insurance on a pro-rata basis, less an amount equal to 45 days' premium unless you have made a claim or notified a potential claim under this Policy in which case we will not make any refund.

If you have paid your premium in full, we will deduct this cancellation fee from the refund. If you are paying the premium in instalments, you are still liable to pay the cancellation fee. We will issue any refund directly to your nominated bank account.

Within 30 days of cancellation you must pay to us any cancellation fee and any outstanding premium owing at the date of cancellation, failing which we may recover those amounts from you as a debt.

33. We may cancel this Policy by giving you three business days' written notice if:
- (a) you failed to disclose or misrepresented to us any information that you knew (or could reasonably be expected to have known) was relevant to our decision to insure you and on what terms; or
 - (b) you fail to comply with your duty of utmost good faith to us; or
 - (c) you fail to comply with a provision of this Policy including the provision to pay the premium; or
 - (d) you are paying your premium by instalments and at least one instalment remains unpaid for over one month; or
 - (e) you fail to comply with any provision of this Policy which requires you to notify us (including your obligation to notify us of any change in the dental services provided by you); or
 - (f) you make a fraudulent claim under the Policy.

Within 30 days of cancellation you must pay to us any outstanding premium owing at the date of cancellation, failing which we may recover the outstanding premium from you as a debt.

Governing law

34. Any dispute that arises between you and us under this Policy will be subject to the law and jurisdiction of Western Australia.

Interpretation

35. The headings in this Policy are included for descriptive purposes only and do not form part of this Policy for the purposes of construction or interpretation.
36. Under this Policy the masculine includes the feminine and the singular includes the plural and vice versa.

Definitions

37. In this Policy:

Claim against you means:

- (a) a demand for, or an assertion of a right to, compensation, damages or injunctive relief from you; or
- (b) an intimidation of an intention to seek compensation, damages or injunctive relief from you.

Certificate of Insurance means the Certificate of Insurance for this Policy.

Claimant's costs means legal costs, disbursements and related expenses you have to pay to the person making the claim against you.

Criminal conduct means conduct that is or could be in breach of a criminal law, regardless of whether or not a criminal charge has been brought in relation to the conduct and whether or not you have been convicted of the charge.

Dental practitioner means:

- (a) an individual who is a dentist, dental specialist, dental hygienist, dental prosthetist, dental therapist, oral health therapist or other individual who, in each case, is registered as a dental practitioner under the Health Practitioner Regulation National Law as enacted in a State or Territory of Australia and practises as a dental practitioner in Australia; or
- (b) an individual who is qualified to practise as a dental practitioner according to the Dental Board of Australia's published list of approved qualifications from overseas jurisdictions and is undergoing examination, assessment, evidence of registration, clinical experience or clinical training with the objective of becoming registered to practise in Australia as a dental practitioner.

Dental services means:

- (a) if you are a dental practitioner, the following services that you personally provide:
 - (i) dental care in the course of the practice of dentistry as defined under the current Guidelines for Scope of Practice issued by the Dental Board of Australia; or
 - (ii) supervision, training and mentoring of others in the provision of dental care; or
 - (iii) a report or opinion or advice in relation to dental care services, procedures or practices for the purposes of insurance, legal process, an investigation or inquiry or in relation to a person's fitness to carry out certain duties or activities; or
 - (iv) publication of an academic paper or an article in a peer-reviewed, refereed dentistry journal; or
 - (v) performance of a professional but non-clinical role in dental education at a recognised institution, healthcare administration or healthcare research;
- in each case within the field of practice; or

- (b) if you are a dental student, clinical activities undertaken under supervision by a registered dental practitioner and in the course of the program of study.

Documents means any written, printed or reproduced material, or any electronic document or data used in connection with your practice providing dental services, but does not include any currency, negotiable instrument, cheque, stamp or coupon, or any document evidencing title to or constituting a form of security.

Dental Student means an individual who is a dental student enrolled in, and has not yet graduated from, a program of study for the purpose of becoming a dental practitioner that is:

- (a) accredited by the accreditation authority for the dental profession in Australia; and
(b) approved by the Dental Board of Australia under the Health Practitioner Regulation National law in force in each Australian State or Territory.

Excess means the amount you must pay to us for each claim made and notified under the Policy, as set out in the Certificate of Insurance.

Field of practice means the dental services within the field of practice identified in the Certificate of Insurance, that you are qualified and trained to provide and do ordinarily provide in the course of your practice and any other field of practice notified to us that we have agreed in writing to cover under the Policy.

Healthcare professional means a healthcare practitioner or an individual who practises a healthcare related vocation and who is registered under a law of Australia or any State or Territory of Australia to practise that vocation.

Immediate family means your current or former spouse, de facto or domestic partner, your children or the children of your current or former spouse, de facto or domestic partner, your brother, your sister or your parents.

Inquiry means a hearing, inquiry, disciplinary or administrative proceeding, investigative process or conciliation by or on behalf of:

- (a) a professional body, health services authority, dental tribunal, Royal Commission, Coroner's Court or health or medical benefits fund, the Information Commissioner, Privacy Commission, consumer protection agency or Anti-Discrimination Board (or equivalent), but not before a Professional Registration Board or Professional Services Review Committee; or
(b) by the University that you attend or attended as a dental student; and
(c) includes a notification, warning or intimation of (a) or (b).

Insured means the person named in the Certificate of Insurance.

Investigation means an investigation or disciplinary or administrative proceeding by a Professional Registration Board or Professional Services Review Committee, including a notification, warning or intimation of those proceedings, but not by or on behalf of an entity referred to in the definition of "inquiry".

Legal costs means lawyers' costs and disbursements reasonably and necessarily incurred for the matters covered under this Policy, including for:

- (a) defending you; or
- (b) attending or assisting in an investigation or inquiry; or
- (c) prosecuting any proceedings for indemnity, contribution, recovery or other remedies; or
- (d) investigating, avoiding, reducing or settling any such matter.

Legal costs do not include travel expenses or personal expenses incurred by you.

Loss of Documents means:

- (a) the loss of, damage to or destruction of physical documents; or
- (b) the deletion, corruption or modification of electronic documents or data.

Non-practising period means any period commencing after the retroactive date that is set out in the Certificate of Insurance or was declared by you to us and has been accepted by us as a period during which you did not practise as a dental practitioner or engage in providing any dental services in Australia.

Period of insurance means the period of insurance set out in the Certificate of Insurance.

Policy means this Policy wording, the Certificate of Insurance and any endorsements.

Proposal means all documents comprising your application for or renewal of this Policy including any pre-renewal questionnaire.

Retroactive date means the date specified as "retroactive date" in the Policy. (If "Unlimited" is specified, no retroactive date applies.)

We, our and **us** means MDA National Insurance Pty Ltd ABN 56 058 271 417, AFS Licence No. 238073 being the insurer named in the Certificate of Insurance.

You and **your** means:

- (a) the insured; and
- (b) the executor or administrator of the insured's estate.



Freecall: 1800 011 255

Member Services Fax: 1300 011 244

Claims Fax: 1300 011 235

Email: peaceofmind@mdanational.com.au

Web: mdanational.com.au



Adelaide

Unit 1, 26 Flinders Street ADELAIDE SA 5000
Phone: (08) 7129 4510 Fax: (08) 7129 4520

Brisbane

Level 8, 87 Wickham Terrace SPRING HILL QLD 4000
Phone: (07) 3120 1800 Fax: (07) 3839 7822

Hobart

Level 1, ABC Centre
1-7 Liverpool Street HOBART TAS 7001
Phone: (03) 6231 6235 Fax: (03) 6234 2344

Melbourne

Level 3, 100 Dorcas Street SOUTHBANK VIC 3006
Phone: (03) 9915 1700 Fax: (03) 9690 6272

Perth

Level 3, 88 Colin Street WEST PERTH WA 6005
Phone: (08) 6461 3400 Fax: (08) 9415 1492

Sydney

Level 5, AMA House
69 Christie Street ST LEONARDS NSW 2065
Phone: (02) 9023 3300 Fax: (02) 9460 8344

MDA National Dental Indemnity Policy

This Supplementary document details amendments to the MDA National Dental Indemnity Policy V.6 effective **1 July 2023**.

TABLE OF CONTENTS —

This Supplementary document details amendments to the MDA National Dental Indemnity Policy V.6 from 1 July 2021 – 1 July 2024.

2023/24

03

Amendments to the MDA National Dental Indemnity Policy V.6 effective 1 July 2023.

- ▶ Summary of amendments
- ▶ Amendments

04

05

2022/23

13

Amendments to the MDA National Dental Indemnity Policy V.6 effective 1 July 2022.

- ▶ Summary of amendments
- ▶ Amendments

14

15

2021/22

17

Amendments to the MDA National Dental Indemnity Policy V.6 effective 1 July 2021.

- ▶ Summary of amendments
- ▶ Amendments

18

19

The amendments documented within this section are effective from 1 July 2023.

The amendments are to:

Section 1 (Important Information)

- amend the notice under section 40 *Insurance Contracts Act 1984* (Cth) regarding claims made insurance.
- explain when run-off cover and when extended reporting period cover may be offered.

Section 2 (The Policy Wording)

- amend the circumstances that constitute a single claim or a single investigation or inquiry under the Policy, clause 13.
- clarify the exclusions in relation to claims against you by employees and contractors, clause 14.14.
- clarify the circumstances in which disputes with current and former partners etc are not covered, clause 14.15.
- clarify the extent of our right to conduct and control proceedings, clause 28.
- replace the definition of excess with a definition of deductible, replace use of the word “excess” with the word “deductible” wherever it appears in the Policy and include provisions making it clear that limits of indemnity are inclusive of the deductible.
- clarify that the definition of field of practice is the field set out in the Certificate of Insurance.
- clarify, in the definition of dental services, the relationship between dental services and field of practice.
- amend the definitions of inquiry and investigation so that proceedings by a professional services review committee falls under the definition of inquiry and not under the definition of investigation.

Amendment to SECTION 1 — Important Information

Page 3 — A claims made policy

The second last paragraph under that heading is replaced with:

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, you may have rights under section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be covered in respect of any claim subsequently made against you arising from those facts even though the claim is made against you after the expiry of the period of insurance. These rights arise under the legislation only and are not terms of this contract of insurance.

Page 5 – How much we insure you for

The table on Page 5 is replaced with the following:

How much we insure you for

<p>The total amount we will pay for the aggregate of all claims, legal costs and other matters paid under your Policy during the period of insurance will not exceed the Maximum Limit of Indemnity (which is inclusive of any deductible) set out in the Certificate of Insurance</p>		<p>Maximum Limit of Indemnity (which is inclusive of any deductible)</p>
<p>All claims under the Policy during the period of insurance</p>		<p>\$40 million in the aggregate</p>
<p>Provided that the Maximum Limit of Indemnity (which is inclusive of any deductible) is not exceeded, the following sub-limits (which are inclusive of any deductible) apply during the period of insurance</p>		<p>Sub-limits (which are inclusive of any deductible) as set out below</p>
<p>Limit of indemnity per claim under the Policy for Clause 1 to 6(a) during the period of insurance</p>		<p>\$20,000,000</p>
<p>Clause 6(b) and (c) and 7</p>	<p>legal costs and costs orders arising out of investigations and inquiries (clauses 6(b) and 6(c)); legal costs of seeking an Apprehended Violence Order (clause 6(d)); and legal costs arising out of allegations of sexual misconduct or criminal conduct (clause 7)</p>	<p>\$500,000 in the aggregate</p>
<p>Clause 8</p>	<p>Loss of documents</p>	<p>\$100,000 in the aggregate</p>
<p>Clause 9</p>	<p>Loss of income for attending a hearing at court with respect to a civil liability claim against you</p>	<p>\$20,000 in the aggregate with a maximum of \$2,000 per day for up to 10 days</p>

Amendment to SECTION 2 — Policy Wording

Page 7 – Run-off cover or extended reporting period

Replace the heading and text under the above heading with:

Run-off cover and extended reporting period

Run-off cover is a form of cover generally taken out by professionals when they retire or in the event they stop practising permanently. Run-off cover provides you with cover for claims against you after you retire or permanently cease practice. You should notify in writing the association or body that arranged your cover when you are going to retire or cease practice. In those circumstances, we may offer you run-off cover for up to four consecutive years, as a renewable policy. If you hold run-off cover with us for 4 consecutive years, we may, offer you an endorsement to your Policy giving you an extended reporting period. The extended reporting period allows you to notify us of claims against you or potential claims against you to us after the expiry of the period of insurance, in effect extending the period of insurance.

Page 14 — Extended reporting period

Clause 11 is replaced with:

11. The extended reporting period will commence on the commencement date for the extended reporting period set out in the Certificate of Insurance and expire on the first to occur of:

- a) you providing any dental service in Australia after the commencement of the extended reporting period set out in the Certificate of Insurance, whether or not for reward; or
- b) the Policy being cancelled; (including the extended reporting period); or
- c) the limit of indemnity (which is inclusive of any deductible) being reached.

Page 15 – Clause 12 - How much we insure you for

Remove the words:

12. The Maximum Limit of Indemnity and, provided the Maximum Limit of Indemnity is not exceeded, the sub-limits of indemnity are set out in the following table.

Replace those words with:

12. The Maximum Limit of Indemnity (which is inclusive of any deductible) and, provided the Maximum Limit of Indemnity is not exceeded, the sub-limits of indemnity (which are inclusive of any deductible) are set out in the following table:

The table on page 15 is replaced with the following:

The total amount we will pay for the aggregate of all claims, legal costs and other matters paid under your Policy during the period of insurance will not exceed the Maximum Limit of Indemnity (which is inclusive of any deductible) set out in the Certificate of Insurance		Maximum Limit of Indemnity (which is inclusive of any deductible)
All claims under the Policy during the period of insurance		\$40 million in the aggregate
Provided that the Maximum Limit of Indemnity (which is inclusive of any deductible) is not exceeded, the following sub-limits (which are inclusive of any deductible) apply during the period of insurance		Sub-limits (which are inclusive of any deductible) as set out below
Limit of indemnity per claim under the Policy for Clause 1 to 6(a) during the period of insurance		\$20,000,000
Clause 6(b) and (c) and 7	legal costs and costs orders arising out of investigations and inquiries (clauses 6(b) and 6(c)); legal costs of seeking an Apprehended Violence Order (clause 6(d)); and legal costs arising out of allegations of sexual misconduct or criminal conduct (clause 7)	\$500,000 in the aggregate
Clause 8	Loss of documents	\$100,000 in the aggregate
Clause 9	Loss of income for attending a hearing at court with respect to a civil liability claim against you	\$20,000 in the aggregate with a maximum of \$2,000 per day for up to 10 days

Page 16 – A new heading of Single claim is added and clause 13 is replaced with the following

13. Where:

- a) an act or omission;
- b) one or more related acts or omissions;
or
- c) any course of related treatment
gives rise to more than one claim against you, (whether by one or more claimants) all such claims against you will constitute a single claim against you.

Without limiting the circumstances which constitute a single claim, all claims against you forming part of a class, group or representative action will constitute a single claim against you.

Where:

- a) an act or omission;
- b) one or more related acts or omissions;
- c) any course of related treatment; or
- d) any acts or omissions which are substantially in common with each other

gives rise to more than one investigation or inquiry, all such investigations and inquiries will constitute a single matter for which you claim under the Policy.

All claims under the Policy (including those constituting a single claim against you and a single matter for which you claim under the Policy):

- a) which arise from an act or omission;
- b) which arise from one or more related acts or omissions;
- c) which arise from any course of related treatment;

- d) forming part of a class, group or representative action; or
- e) (with respect to investigations and inquiries) which arise from any acts or omissions which are substantially in common with each other

will constitute a single claim under the Policy and will be deemed (including for the purpose of determining the applicable limits of indemnity) to have been first made at the earliest of either the time the earliest claim was made against you, or the time the investigation or inquiry first arose, regardless of whether that time is before or during the period of insurance.

Where more than one limit applies to claims constituting a single claim under the Policy, the amount payable, in the aggregate, shall not exceed the highest of those applicable limits.

Where more than one deductible applies to claims constituting a single claim under the Policy, the highest applicable deductible is to apply once.

Page 18 – Exclusions

Clause 14.14 is replaced with:

14.14 the matter for which you claim under the policy:

- a) is a matter in respect of which we are prohibited from providing or not authorised to provide cover, including but not limited to workers' compensation; or
- b) arises in any way out of a dispute with a former, current or proposed employee or contractor of yours or of a practice entity controlled by you, except to the extent that the claim

against you arises directly out of your provision of dental services limited to dental care provided to that person as a patient;

Page 18 – Exclusions

Clause 14.15 is replaced with:

14.15 the matter for which you claim under the Policy, arises in any way out of:

- a) your credentialling with a hospital or health service; or
- b) a dispute between you and a current, former or prospective: partner, co-owner, director, employer, or principal (other than a claim against you for professional negligence);

Page 19 – Exclusions

Clause 14.23 is replaced with:

14.23 the claim against you, investigation, inquiry or other matter arises out of:

- a) proceedings in or a judgment or order:
 - i) by a court, tribunal or other body outside of Australia; or
 - ii) by a court, tribunal or other body which apply the laws of a country other than Australia; or
 - iii) based on, derived from or to enforce a judgment or order by a court, tribunal or other body referred to in (i) or (ii); or
- b) acts or omissions which occur or are alleged to occur outside the Commonwealth of Australia or its territories or protectorates with the exception of loss of documents cover under clause 8.

This exclusion does not apply to Good Samaritan acts described in clause 2.

Page 20 Clause 17 Conditions – When you have to notify us

Clause 17 is replaced with:

17. You must notify us in writing as soon as practicable after you become aware of any claim against you, investigation, inquiry, criminal action, prosecution or loss of documents;

Page 22 – Alteration of Risk

Clause 25 is replaced with:

25. You must give us notice as soon as practicable of any material alteration in the risk during the period of insurance, including without limitation:

- a) any change in the nature or extent of your practice or the services you provide;
- b) the provision of services which differs from your field of practice;
- c) your registration ceases or in any way changes including, without limitation, the imposition of any conditions; or
- d) you retire.

We may, but are not obliged to (either during the period of insurance, or upon renewal), insure the altered risk. If we do decide to insure the altered risk we can, among other things, (to reflect the change in risk) adjust the premium that you are liable to pay and amend the terms of your Policy.

If we decide to increase the premium, you must pay us the increased premium within 30 days of our tax invoice to you.

Page 22 – Refund of professional fees

Clause 26 is replaced with

26. If you receive a demand to refund professional fees, from a patient or in relation to a patient, you agree to pay us the amount that we request comprising some or all of the fees that you received in relation to that patient but only when:

- a) there are reasonable grounds for us believing the dental treatment or services provided were of an unsatisfactory clinical or professional standard; and
- b) we request you to do so in writing.

In assessing the amount you may have to pay us, we will take into account the particular services provided to that patient deemed to be unsatisfactory.

We may request you either refund the patient directly or contribute towards any remedial treatment provided to that patient.

Page 22 – Our right to the conduct and control of proceedings

Clause 28 is replaced with:

28. You agree that:

- a) we have the right to conduct and control all matters that we agree to cover under your Policy, including their investigation, defence, pursuit, avoidance, reduction, settlement and, subject to clause 29, any appeal as we see fit; and
- b) we may do so in your name.

We will not admit liability for or settle any claim against you, or resolve any investigation, inquiry or other matter without your prior consent, provided that your consent is not withheld unreasonably. In determining whether your consent has been withheld unreasonably, we can take into account any factor including but not limited to:

- i) the merits and prospects of success;
- ii) whether, even if successful, the outcome is likely to provide a substantial improvement to you; and
- iii) costs.

We may, but are not obliged to, seek legal advice.

If you do not consent to our settling a claim against you, or otherwise resolving an investigation, inquiry or other matter, your entitlement to cover for legal costs will cease and at our option:

- c) we will settle the claim against you, or resolve the investigation, inquiry or other matter; or
- d) our liability is limited to the amount we recommend in settlement and payment of legal costs up to the date that we recommended to you settlement of the claim against you or resolution of the investigation, inquiry or other matter.

Page 26 – Definitions

The definition of Excess is replaced with Deductible as follows;

Deductible means the amount set out in the Certificate of Insurance that must be paid to us or at our direction before we will cover you.

The definition of Field of practice is replaced with:

Field of practice means the field of practice set out in the Certificate of Insurance.

The definition of Dental services is amended by replacing the words:

“in each case within the field of practice;” at the end of paragraph (a) with the words:

“in each case provided that the activity is of a type that a qualified dental practitioner would ordinarily provide within your field of practice”;

The definition of Inquiry is replaced with:

Inquiry means a hearing, inquiry or disciplinary proceeding, investigative process or conciliation by or on behalf of:

- a) a professional body, a Professional Services Review Committee, health services authority, dental tribunal, Royal Commission, Coroner’s Court or health or medical benefits fund, the Information Commissioner, Privacy Commission, consumer protection agency or Anti-Discrimination Board (or equivalent), but not before a Professional Registration Board; or
- b) by the University that you attend or attended as a dental student; and
- c) includes a notification, warning or intimation of (a) or (b).

The definition of Investigation is replaced with:

Investigation means an investigation or disciplinary proceeding by a Professional Registration Board, including a notification, warning or intimation of those proceedings, but not by or on behalf of an entity referred to in the definition of “inquiry”.

AMENDMENTS —
EFFECTIVE 1 JULY 2022

The amendments documented within this section are effective from 1 July 2022.

The amendments are to:

Section 1 (Important Information)

- to further clarify your rights under s 40(3) of the *Insurance Contracts Act 1984* (Cth)
- to clarify the Policy condition and your contractual obligation to notify us of claims against you, investigations, inquiries and other matters, at clause 17 of Policy Wording

Section 2 (the Policy Wording)

- to outline the circumstances that constitute a single claim, clause 13
- to amend the Policy to set out the circumstances in which claims against you, investigations or inquiries with respect to an act or omission outside your field of practice at the time of the act or omission are not covered, clause 14.4.
- to simplify the exclusions in relation to claims against you by employees, clause 14.14.
- to clarify your contractual obligation to notify us of claims against you, investigations, inquiries and other matters, clause 17.
- to clarify the circumstances in which you may be required to pay an amount equivalent to the fees you received, clause 26

Amendment to SECTION 1 — Important Information

Page 3 A claims made policy

The second last paragraph under this heading is replaced by:

Under Section 40(3) of the *Insurance Contracts Act 1984* (Cth), if you notify us in writing during your period of insurance of circumstances that may give rise to a claim against you, we will not be relieved of liability under the Policy by reason only that any claim against you was made after your period of insurance. However, you must notify us of the claim against you as soon as you become aware of it.

Page 6 Policy Conditions

The words on page 6 under this heading are replaced by:

There are things that you must do. If you do not do them, we may be able to reduce or avoid our liability under the Policy. These conditions are set out in clauses 16 to 26 (inclusive) of the Policy Wording. For example, you must pay the premium when it is due (clause 16). You must also notify us in writing as soon as practicable after you become aware of any claim against you, investigation or inquiry. (clause 17).

Amendment to SECTION 2 — Policy Wording

Page 16 – A new heading of Single claim is added and Clause 13 is replaced with the following

Single Claim

Where

- (a) an act or omission;
- (b) one or more related acts or omissions; or
- (c) any course of related treatment;

Page 16 Clause 14.4 Exclusions

Clause 14.4 is replaced by:

14.4 the claim against you, investigation or inquiry, arises in any way out of a practice or procedure not within your field of practice, except where the claim against you, investigation or inquiry relates to Good Samaritan acts described in clause 2. However, if the claim against you, investigation or inquiry arises from an act or omission occurring prior to the period of insurance but while we were your insurer then, for the purpose of this exclusion only, field of practice is altered to mean the field of practice set out in the Certificate of Insurance in place at the time of that act or omission.

Page 18 Clause 14.14 Exclusions

Clause 14.14 is replaced by the matter for which you claim under the policy:

- (a) is a matter in respect of which we are prohibited from providing or not authorised to provide cover, including but not limited to workers' compensation; or
- (b) arises in any way out of a claim against you for personal injury or property damage by an employee or contractor of yours (or of a practice entity controlled by you), in the course of their employment or engagement;

Page 20 Clause 17 Conditions – When you have to notify us

Clause 17 is replaced by

17. You must notify us in writing as soon as practicable after you become aware of any claim against you, investigation, inquiry, criminal action, prosecution or loss of documents;

Page 22 – Clause 26 Conditions - Refund of professional fees

Clause 26 is replaced by

26. When:

- (a) there are reasonable grounds for us believing the dental services provided to a patient were of an unsatisfactory clinical or professional standard; and
- (b) we request you to do so in writing you must, as directed by us, pay to the patient or to us the amount we request, up to the amount of the fees that you received in relation to that patient. The amount we request may be for the purposes of a refund or contributing towards the cost of remedial treatment provided to the patient.

The amendments documented within this section are effective from 1 July 2021.

The amendments are to:

- update our contact details for when you wish to take advantage of our internal dispute resolution process.
- Amend the extended reporting period provision so that the final distribution of your estate following your death will no longer be one of the possible dates by which the extended reporting period expires. The effect of the amendment is to avoid any doubt that if after your death a claim is made against your estate and the Policy and extended reporting period requirements are satisfied, we will act on behalf of the estate to defend the claim.
- Outline the circumstances that constitute a single claim or a single investigation or inquiry under the Policy.
- clarify the consequences of not complying with Policy conditions.
- clarify the definition of Excess.
- include a cyber exclusion (and definitions) limited to cover for loss of documents.

Amendment to SECTION 1 — Important Information

Page 6 – A new heading of Single claim is added.

If more than one claim is made against you and those claims arise from related acts or omissions, then the amount we indemnify you for is limited to the indemnity applicable at the time the first claim was made against you.

If more than one investigation or inquiry is commenced against you and those investigations or inquiries arise from related acts or omissions, then the amount we indemnify you for is limited to the indemnity applicable at the time of the first investigation or inquiry.

See clause 13 of the Policy Wording for details.

Page 8 — MDA National Insurance internal dispute resolution

The telephone number under the above heading is replaced with:

Phone: 1800 011 255 (Freecall)

Amendment to SECTION 2 — Policy Wording

Page 14 — Extended reporting period

Clause 11 is replaced with:

11. The extended reporting period will commence on the commencement date for the extended reporting period set out in the Certificate of Insurance and expire on the first to occur of:
 - (a) you providing any dental service in Australia after the commencement of the extended reporting period set out in the Certificate of Insurance, whether or not for reward; or
 - (b) us cancelling the Policy (including the extended reporting period); or
 - (c) the limit of indemnity being reached.

Page 14 – Clause 8 Loss of Documents (dental practitioners only)

Remove the words:

We will not indemnify you for any costs and expenses incurred in replacing or restoring electronic documents or data as a result of a computer virus or an unauthorised access to your systems where you do not have appropriate back up storage systems and protocols and current security software installed to protect your documents and data.

Replace those words with:

See Exclusion 14.28

Page 16 – A new heading of Single claim is added and Clause 13 is replaced with the following

Single Claim

Where

- (a) an act or omission;
- (b) one or more related acts or omissions;
- (c) any course of related treatment; or
- (d) any acts or omissions which are substantially in common with each other

gives rise to more than one claim against you, (whether by one or more claimants) all such claims will constitute a single claim against you and will be deemed to have been first made at the time the earliest claim was made against you regardless of whether that time is before or during the period of insurance.

Without limiting the circumstances which constitute a single claim, all claims forming part of a class, group or representative action will constitute a single claim.

Where

- (a) an act or omission;
- (b) one or more related acts or omissions;
- (c) any course of related treatment; or
- (d) any acts or omissions which are substantially in common with each other

gives rise to more than one investigation or inquiry, all such investigations and inquiries will constitute a single matter for which you claim under the policy and will be deemed to have been first made at the time the earliest investigation or inquiry arose regardless of whether that time is before or during the period of insurance.

Page 19 – Exclusions

Add exclusion 14.28:

the matter for which you claim under clause 8 (Loss of documents) of the Policy arises in any way out of cyber loss.

For the purposes of this exclusion only:

Cyber loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident.

Cyber act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.

Cyber incident means:

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or

- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

Page 20 – Conditions

The following wording is added under the heading.

You must comply with the following conditions. If you fail to do so, subject to the Insurance Contracts Act, we can do any one or more of the following:

- (a) refuse to pay, (either in whole or in part) any claim you make under the Policy;
- (b) not provide you with assistance (or withdraw assistance); and
- (c) cancel your Policy.

Page 26 – Definitions

The definition of Excess is amended as follows;

Excess – means the amount set out in the Certificate of Insurance that must be paid to us or at our direction before we will indemnify you.

THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

mdanational.com.au

1800 011 255  peaceofmind@mdanational.com.au



The MDA National Group is made up of MDA National Limited ABN 67 055 801 771 and MDA National Insurance Pty Ltd (MDA National Insurance) ABN 56 058 271 417 AFS Licence No. 238073. Insurance products are underwritten by MDA National Insurance. Before making a decision to buy or hold any products issued by MDA National Insurance, please consider your personal circumstances, and read the Product Disclosure Statement and Policy Wording available at mdanational.com.au. 2114.8