



# Dental Indemnity Policy

Important Information and Policy Wording

**V.7**

# HOW TO USE THIS BOOKLET

## Thank you for choosing MDA National

Supporting and protecting clinicians and promoting good medical practice since 1925, our priority is to assist you in the moments that matter.


Being a part of MDA National means having access to industry-leading clinicians, lawyers and medico-legal experts who are just a click or phone-call away.

## Why you need cover

All dental practitioners registered and practicing in Australia require professional indemnity insurance. The cover offered by MDA National Insurance caters to a wide range of practice scenarios and at all stages of a dental practitioner's career - from being a dental student, through the initial years of practising dentistry and into the in your chosen specialty..

The cover we provide is continually reviewed and updated to ensure it remains relevant to your needs in an ever evolving clinical and regulatory climate.

## How to use this booklet

Throughout the booklet you will find diagrams and highlighted examples to help you understand our cover. The examples are marked with an  icon for your easy identification and review.

The table of covers in the Important Information section sets out a simplified, high-level summary of the key covers and benefits provided to you through the Policy (please be sure to refer to the Policy Wording for a full and detailed explanation).

In addition, throughout the Policy Wording we highlight those words and phrases which you can find explained in greater detail in the 'Words with special meanings' at the beginning of the Policy Wording.



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**This brochure is divided into two sections.**

*The important information section and Policy Wording applies to Policies commencing on or after 1 July 2025.*

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*The Policy Wording sets out in detail the terms of the Policy including:*

- ▶ What we cover
- ▶ Exclusions
- ▶ Conditions
- ▶ General terms

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SECTION 1 —

# IMPORTANT INFORMATION

# SECTION 1 — IMPORTANT INFORMATION

## Important Information about your Policy

This document is designed to help you make an informed decision about acquiring the Dental Indemnity Policy underwritten by MDA National Insurance Ltd (MDA National Insurance) ABN 56 058 271 417, AFS Licence Number 238073. It is important that you carefully read all the information in this document, as well as the terms and conditions, exclusions and defined terms of the standard Policy Wording in Section 2. If a Policy is issued to you, you should also read the Certificate of Insurance and any endorsements issued in conjunction with the Policy Wording.

Any financial product advice in this document is of a general nature only and has been prepared without taking into account your objectives, financial situation or needs. Information in this document may need to be updated from time to time. You can obtain a copy of any updated information by contacting the dental membership organisation that has arranged your indemnity. If there is a material change to anything that generally affects the Policy, we may provide all policyholders with a new or supplementary document.

## Applying for and renewing your Dental Indemnity Insurance

You must fully and accurately fill out a proposal to apply for this insurance. In the case of renewal, you must ensure that your declaration is accurate. With respect to your application for insurance, any renewal and any variation, you must ensure that you fully answer our questions, that your answers are accurate and that you provide all documents and information that we request.

The extent of cover we may offer you and the cost of the Policy will depend on the answers, information and documents you provide to us as well as other information we obtain. Failure to provide full and accurate answers, information and documents may allow us to cancel your Policy or reduce the amount we will pay if you make a claim under the Policy, or both.

## 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;
- any Supplementary Policy Wording that is current during the period of insurance;
- the Certificate of Insurance we issue to you; and
- any endorsement we issue to you.

You must read 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 investigations and inquiries that you first become aware of and notify us of 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 of which you are aware (or reasonably should have been aware) that could give rise to a claim against you, an investigation or inquiry, or a claim by you for cover under the Policy. Such circumstances include facts which, objectively, give rise to the possibility of a claim being made against you, an investigation or inquiry, irrespective of your opinion of the merits of such a claim, investigation or inquiry

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.

### **Notice under section 40(3) of the *Insurance Contracts Act 1984* (Cth)**

If you let us know in writing of facts that could lead to a claim against you, as soon as reasonably practical after learning of those facts, but prior to the expiry of your Policy, you may be protected under section 40(3) of the *Insurance Contracts Act 1984* (Cth). This protection could result in you being covered under your Policy for that claim even if the claim is made against you after your Policy has expired. This protection is provided by section 40(3) of the Act, not by the terms of your Policy.

## **Retroactive cover**

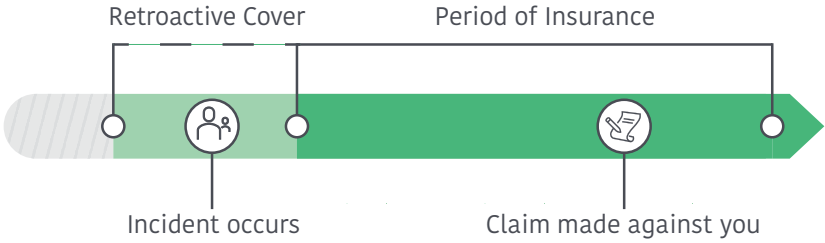
The retroactive date of your Dental Indemnity Policy determines how much of your prior practice is covered under your Policy. If your Certificate of Insurance specifies “Unlimited” for the retroactive date, we will cover you irrespective of how long ago the incident occurred. If your Policy shows a specific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

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 following diagrams may help with understanding how retroactive cover works when there is a specific retroactive date:

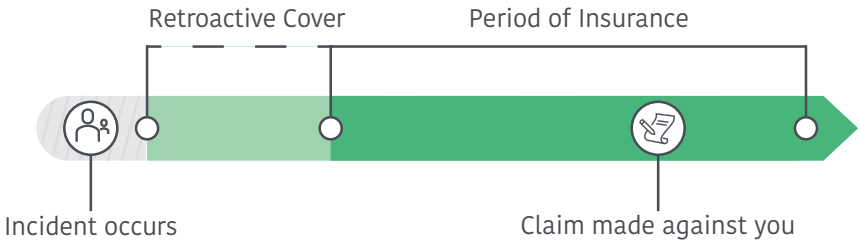
### Claim covered

**Incident occurred and claim made within period of insurance and retroactive cover period.**



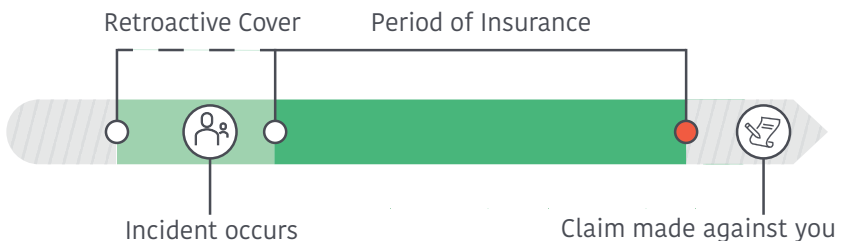
### Claim not covered

**Incident did not occur in either period of insurance or retroactive cover period.**



### Claim not covered

**Claim made against you after period of insurance for incident not previously notified to us**



**● You decided not to renew your insurance**

## Policy coverage and Limits

The following table is a summary of covers and limits

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 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 during the period of insurance		
Clauses 1 to 6		\$20,000,000
Clauses 7(a) and (b) and 8	legal costs and costs orders arising from investigations and inquiries (clauses 7(a) and 7(b)); and legal costs arising from allegations of sexual misconduct or criminal conduct (clause 8)	\$500,000 in the aggregate
Clause 9	legal costs of seeking an Apprehended Violence Order	\$100,000 in the aggregate
Clause 10	Loss of documents	\$100,000 in the aggregate
Clause 11	Pay notification costs for unintentional breaches of the Privacy Act	\$250,000 in the aggregate
Clause 12	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

## Examples of coverage responses

### An example - Civil claim following complication of implant placement

You receive a Statement of Claim where a patient is suing you for pain and suffering and loss of income due to time off from work following treatment provided by you. Upon receiving your notification to DPLA/MDA, we nominate an experienced legal firm to act on your behalf and defend you. We assist you throughout this investigation by reviewing and providing input and advice regarding your written responses to Ahpra, providing risk management advice where necessary and, where appropriate, appointing a legal firm to assist you with the Investigation.



### An example - Ahpra investigation following complaint

You receive a letter from Ahpra stating that a notification/complaint has been made about your surgical extraction on a patient and Ahpra has decided to investigate the complaint. As part of the investigation, Ahpra requests a written response from you addressing the complaint and your clinical records.

We assist you throughout this investigation by reviewing and providing input and advice regarding your written responses to Ahpra, providing risk management advice where necessary and, where appropriate, appointing a legal firm to assist you with the Investigation.



## Exclusions - what we do not insure you for

The Policy will not provide insurance cover in certain circumstances. Clauses 16 and 17 of the Policy Wording set out what the Policy does not cover. Please read the Policy exclusions carefully in order to understand what is not covered.

## Policy conditions – what you must do

Clauses 18 to 30 of the Policy Wording outline the conditions you agree to comply with once you accept the insurance offer. If you do not comply, we may refuse to pay part or all of any claim you make under the Policy, not provide you with assistance (or withdraw assistance and/or cancel your Policy).

### Examples of Policy conditions

#### Premium

You must pay the premium when it is due (clause 18).

#### Policy deductible

Most claims under the Policies issued by us will not have a deductible. If a deductible is to apply, it will be detailed in your Certificate of Insurance. Although it is a condition of cover under this Policy that you must pay, as directed by us, the applicable deductible for each and every relevant matter for which you seek cover under the Policy, in most circumstances you will only be directed to pay the deductible after we have confirmed you will be covered for the claim under your Policy and as legal costs are incurred.

## Notification of claims

You must notify us in writing as soon as practicable after you become aware of any claim against you, or an investigation or inquiry involving you. (clause 20).

## Risk management

You must meet and co-operate with us or our agents for the purpose of discussing your risk management practices (clauses 23 and 24).

## General terms – what we can do

There are some general terms that apply to all of the insuring clauses. These are set out in clauses 30 to 49 (inclusive) of the Policy Wording.

### Examples of what we can do

#### Legal costs

When a claim against you, investigation or inquiry includes both allegations that are indemnified under the Policy and allegations that are not indemnified, we may pay only the legal costs to an amount that we regard as attributable to the allegations for which we provide indemnity (clause 30).

#### Conduct and control

We have the right to manage and control proceedings we cover under the Policy, including decisions on outcomes, negotiations, or settlements. However, we will not admit liability or settle any claim, or handle any investigation or inquiry involving you, without your prior consent. If you unreasonably refuse to consent to a settlement or resolution, it may affect your coverage (clause 31).

#### 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.

#### Definitions – Words with special meaning

When reading the Policy, please note the use of specially defined words. The definitions clearly explain the specific meanings of terms and phrases used throughout the Policy and help ensure that you understand the precise meaning of key terms, which can affect coverage, claims, and obligations.

## Further Information about your Policy

### 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 writing to the dental membership organisation that arranged your cover. If you cancel after the cooling off period and you have paid the total annual premium and membership subscription, your premium and membership subscription for the unexpired period of insurance will be refunded on a pro rata basis, less a cancellation fee equal to 45 days premium and subscription amount.

If you are paying by instalments, you will be required to pay us the cancellation fee equal to 45 days' premium and subscription, less any refund that may be due to you.

We will not make any refund where you have made a claim or notified a potential claim under the Policy during the period of insurance prior to the cancellation of your Policy (clause 34).

We may cancel the Policy by giving you three business days' written notice (clause 35) 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;
- fail to comply with your duty of utmost good faith to us;
- fail to comply with a provision of this Policy, including the provision to pay the premium, or a deductible;
- are paying your premium by instalments and at least one instalment remains unpaid for over one month;
- fail to comply with any provision of this Policy which requires you to notify us; or
- make a fraudulent claim under the Policy.

**Example of premium impact of cancellation#**

<b>Where premium had been paid in full</b>	
Total premium	\$875.01
Amount paid	-\$875.01
Unused pro-rata premium (2 March to 30 June)	-\$290.07
Cancellation fee*	+\$85.73
<b>Refund payable to you</b>	<b>=\$204.34</b>

<b>Where premium was being paid by quarterly Direct Debit</b>	
Total premium	\$895.51
Amount paid to date (three of four instalments paid)	-\$671.63
<b>Amount owing</b>	<b>=\$223.88</b>
Unused pro-rata premium	-\$296.87
Cancellation fee*	+\$87.73
<b>Amount payable by you</b>	<b>=\$14.74</b>

\*Cancellation fee is 45 days' equivalent of premium, excluding tax.

#Examples of premium impact assuming cancellation as at 1 March, in period of Insurance (1 July to 30 June).



## Run-off cover or extended reporting period

Run-off cover is insurance for dental practitioners who are either retiring or ceasing their practice permanently. It protects you against claims made after you retire or cease practice. You need to inform the association or body that arranged your cover in writing when you are retiring or stopping practice. We may offer you run-off cover for up to four years, which can be renewed annually. After four consecutive years of holding leave of absence cover with us, we may offer you an endorsement that extends your reporting period. This means you can report claims or potential claims to us even after your insurance has expired, effectively extending your coverage.

## 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](http://mdanational.com.au) or contact us to obtain a copy.

## How to make a claim under the Policy

Early reporting of a matter in respect of which you may be entitled to cover under the Policy is critical and is a condition of the Policy. The sooner we know about the matter, the quicker we can help. You must notify us of such matters by providing full details in writing as soon as practicable, and in any event during the period of insurance. You can do this by contacting **Dental Protection Limited Australia (DPLA)** at **1800 444 542**.

### **The following circumstances are examples:**

- a claim has been made or intimated against you or against your practice entity in connection with your provision of dental services;
- you become involved in any investigation or inquiry;
- you lose documents or data relating to your provision of dental services;

### **Your notice to us should include:**

- your full name, member number and preferred contact details;
- the specific nature of the matter for which you seek cover;
- the name and address of any other practitioners involved;
- the date, time and place of the event;
- if applicable, the name, address and date of birth of the patient involved; and
- if applicable, a detailed account of the dental service you performed.

If you do not notify us during the period of insurance, your entitlement to cover under the Policy may be affected. If you are not sure whether to notify, or you require assistance, please contact the Dento Legal team at DPLA.

### **Incidents or circumstances that may give rise to a claim under the Policy**

If at any time after the Policy has been issued and during any period of insurance you become aware of any circumstances which could potentially give rise to a claim under the Policy, whether you make a claim or not, you should let DPLA know as soon as possible. Do not wait until a claim is made against you to notify us.

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

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

### MDA National Insurance internal dispute resolution

We are committed to dealing openly with all 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 or about us, relating to our products or services, staff or the handling of a complaint where a response or resolution is explicitly or implicitly expected or legally required.

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 011 255(Freecall)

**Fax:** (08) 9415 1492

**Email:** [complaintsofficer@mdanational.com.au](mailto: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 provided we have all the necessary information and have completed any required investigation.

### 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 APRA at [fcs.gov.au](http://fcs.gov.au) or by calling the FCS info line on 1300 558 849.

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 cover

### Liability cover

#### Civil Liability

1. We will indemnify you for civil liability for a claim against you arising from 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 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 cover you for civil liability for a claim against you arising from 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.

We will not cover you with respect to any breach which occurs or continues after you knew, or reasonably ought to have known that you would contravene the *Privacy Act 1988* (Cth) or equivalent legislation.

Further covers for breach of privacy (notification costs) is provided in clause 11.

### **Liability for reports about others**

4. We will indemnify you for any civil liability claim against you (including a claim for defamation) that arises from 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. If you are a dental practitioner, we will cover, under your Policy, a practice entity owned by you for civil liability for a claim made against that entity arising from:
- a) dental services provided by you; or
  - b) services, provided by an employee or contractor (excluding dental practitioners) of that practice entity to a patient, related to dental services provided by you to that patient, for which you could claim cover under your Policy if it were made against you,
- but only when:
- i) the claim is first made against the practice entity during the period of insurance; and

- ii) you tell us, in writing, during the period of insurance about the claim against the practice entity; and
- iii) the claim against the practice entity arises from an act or omission occurring on or after the retroactive date and not within any non-practicing period; and
- iv) the practice entity and you comply with the terms and conditions of your Policy (in the case of the practice entity, as though it were “you” under the Policy).

We will also cover the practice entity for legal costs incurred by us on its behalf to defend against the claim against the practice entity.

If the practice entity is not 100% owned by you, the total amount we will pay under this clause shall be proportional to your percentage ownership of the practice entity.

### **Costs cover**

6. We will cover you for legal costs that we incur on your behalf for defending you against civil liability claims against you that are covered under any of clauses 1 to 5 of your Policy.

### **Investigations and inquiries**

7. We will cover you for:

- a) 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
- b) legal costs (up to the sub-limit stated in the Certificate of Insurance) that we incur on your behalf in assisting you in an inquiry arising from your provision of dental services, and costs that you are ordered to pay as a result of a finding made against you in that inquiry,

but in each case in a) and b):

- i) you first become aware of the inquiry or investigation during the period of insurance; and
- ii) you tell us in writing during the period of insurance about the inquiry or investigation; and
- iii) the inquiry or investigation arises from an act or omission occurring on or after the retroactive date and not within any non-practising period.

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

8. 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 from alleged sexual misconduct or criminal conduct by you against a patient arising from your provision of dental services to the patient, if and when:

- a) 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
- b) 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
- c) 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:

- i) you first become aware of the claim against you, criminal proceeding, investigation or inquiry during the period of insurance; and
- ii) you tell us about the claim against you, criminal proceeding, investigation or inquiry during the period of insurance; and
- iii) 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
- iv) 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. We will not cover you for the costs of any party who brings a claim against you or commences criminal proceedings, an investigation or inquiry.



### Apprehended Violence Orders

9. If you are a dental practitioner, we will cover you for legal costs we incur on your behalf in seeking an Apprehended Violence Order (AVO) or equivalent relief where there is a threat to the personal safety of you or a member of your immediate family, but only when:

- a) you first become aware of the threat during the period of insurance; and
- b) you tell us in writing during the period of insurance about the threat; and
- c) the threat is related to your provision (or non-provision) of dental services occurring on or after the retroactive date.

We will not cover you for the costs of any party against whom you seek to obtain an AVO or equivalent relief.

### Loss of documents

10. 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 agreed to the costs of replacement or restoration before they are incurred.

See exclusion 16.28.

### Breach of Privacy

11. We will cover you for the reasonable costs of notifying anyone legally required to be notified of an actual, suspected or alleged or possible eligible data breach under the *Privacy Act 1988* (Cth) or equivalent State or Territory legislation but only when:

- a) the breach arises from your provision of dental services; and
- b) you first become aware of the actual, suspected, alleged or possible data breach during the period of insurance; and
- c) you tell us in writing during the period of insurance about the actual, suspected, alleged or possible eligible data breach; and
- d) the eligible data breach occurred on or after 1 July 2025 or the retroactive date, whichever is the later; and
- e) we have agreed to the costs of notification before they are incurred.

We will not cover you with respect to any breach which occurs or continues after you knew, or reasonably ought to have known that you would contravene the *Privacy Act 1988 (Cth)* or equivalent legislation.

See exclusion in clause 16.28

Further covers for breach of privacy (liability for unintended breach of privacy) is provided in clause 3.

### **Loss of income**

12. 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**

13. If your Certificate of Insurance is endorsed with an extended reporting period, then written notice given to us of any claim first made against you (or of any investigation you first become aware of) during the extended reporting period in respect of an act or omission that occurred or is alleged to have occurred prior to the expiry of the period of insurance and on or after the retroactive date (and not within any non-practicing period) will be deemed to have been first notified to us during the period of insurance.

The extended reporting period will start 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.

## How much we insure you for

14. 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 total amount we will pay in the aggregate of all claims, legal costs and other matters paid under your Policy during the period of insurance as 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 during the period of insurance		Sub-limits as set out below
Limit of indemnity per claim under the Policy during the period of Insurance		
Clauses 1 to 6		\$20,000,000
Clauses 7(a) and (b) and 8	legal costs and costs orders arising from investigations and inquiries (clauses 7(a) and 7(b)); and legal costs arising from allegations of sexual misconduct or criminal conduct (clause 8)	\$500,000 in the aggregate
Clause 9	Apprehended Violence Order	\$100,000 in the aggregate
Clause 10	Loss of documents	\$100,000 in the aggregate
Clause 11	Costs of mandatory notification arising from breaches of <i>Privacy Act 1988</i> (Cth)	\$250,000 in the aggregate
Clause 12	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

## Single Claim

15. 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.

## Exclusions

### What we do not cover

16. We will not cover you or make payment under this Policy when:

16.1 and to the extent that you are entitled to indemnity under:

- a) any other contract of insurance;
- b) any indemnity arrangement or scheme (including but not limited to an indemnity provided by your employer or a discretionary indemnity scheme provided by a professional defence organisation or mutual fund) whether current or not;
- c) any law;
- d) any contract; or
- e) any 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;

16.2 the matter for which you claim under the Policy:

- a) was known by you, or a reasonable person in your professional position could be expected to have known, before the period of insurance, might give rise to a claim under the Policy; or
- b) arises out of an act, omission or event which you knew, or a reasonable person in your professional position could be expected to have known before the period of insurance, might give rise to a claim under the Policy.

16.3 the matter for which you claim under the Policy arises from circumstances which you notified to us or to another insurer or other indemnity provider before the period of insurance;

16.4 the claim against you, investigation or inquiry, arises 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 out of 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.

## SECTION 2 — POLICY WORDING

- 16.5 the claim against you arises out of 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 their employment or contract; or
  - b) outside the boundaries of his or her training and/or qualifications; or
  - c) not under your supervision.
- 16.6 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 22 asking you to stop using the procedure or practice;
- 16.7 the matter for which you seek indemnity arises out of 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;
- 16.8 the matter for which you seek indemnity arises out of or in connection with defamation or any allegation of defamation except to the extent that you are covered under clause 4;
- 16.9 the claim against you arises out of 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;
- 16.10 the claim against you or inquiry arises out of the provision of dental services by you while intoxicated or otherwise impaired using an intoxicant or drug except for the reasonable refusal to provide dental services because of the influence of such intoxicant or drug;
- 16.11 the claim against you or inquiry arises out 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;
- 16.12 except to the extent, you are indemnified for your legal costs under clause 8, the matter for which you seek indemnity arises out of any actual or alleged sexual harassment, sexual misconduct or criminal conduct;
- 16.13 the matter for which you seek indemnity arises out of any wilful violation or breach of any statute or regulation or out of any act committed with dishonest, malicious or criminal intent;

- 16.14 the claim against you is by an employee or contractor of yours or of a practice entity controlled by you, because you or a practice entity controlled by you did not employ that person, except to the extent that the claim against you arises directly out of your provision of dental services, limited to dental treatment, services or advice or a report of those things provided to that person as a patient;
- 16.15 the matter for which you claim under the Policy, arises out of:
- a) your credentialling with a hospital or health service; or
  - b) a dispute between you and a current, former or prospective partner or co-owner, director, employer or principal (other than a claim of professional negligence);
- 16.16 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.
- 16.17 the claim against you arises 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;
- 16.18 the claim against you or inquiry arises out of the unlawful sale, supply, use or application of any substance;
- 16.19 the matter for which you seek indemnity arises 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;
- 16.20 the matter for which you seek indemnity arises 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;
- 16.21 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;
- 16.22 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;

## SECTION 2 — POLICY WORDING

- 16.23 the claim against you, investigation, inquiry or other matter arises out of proceedings in or a judgement or order:
- a) by a court tribunal or other body outside of Australia; or
  - b) by a court, tribunal or other body which apply the laws of a country other than Australia; or
  - c) based on, derived from or to enforce a judgement or order by a court, tribunal or other body referred to in a) or b)
- 16.24 the claim against you, investigation, inquiry or other matter arises out of 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 10;
- 16.25 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;
- 16.26 the claim against you arises out of 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;
- 16.27 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.
- 16.28 the matter for which you claim under clause 3 and 11 (Breach of Privacy) and/or clause 10 (Loss of documents) of the Policy arises 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.

### **Fraudulent claims**

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

### **Conditions**

You must comply with the following conditions. If you fail to do so, subject to the *Insurance Contracts Act 1984* (Cth), 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.

### **Payment of premium**

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

### **Payment of deductible**

19. It is a condition precedent to cover that you must pay, as directed by us, the applicable deductible for every relevant matter for which you seek cover under the Policy.

### **You must notify us of a claim against you**

20. 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.

### **Other Insurance**

21. If you seek cover under your Policy, you must tell us about any other entitlement to indemnity that may indemnify or compensate you, including the identity of the other insurer or indemnifier, the policy number and any other information we require.

### **Stop notice**

22. 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 the procedure or practice.

### **Your duty to co-operate**

23. You must, at your expense:
- a) co-operate fully with us, our investigators and legal representatives; and
  - b) co-operate fully with us, with respect to our risk management and our assessment of your risk.
24. Your duty to co-operate includes, but is not limited to:
- a) providing all information, documents, and assistance we reasonably require including, without limitation, giving access to dental records, treatment notes, and financial records, including billing records and tax returns;
  - b) attending any risk management meetings that we request in writing;
  - c) providing information and identifying and locating witnesses;
  - d) permitting our investigators and legal representatives' access to your practice records and records of your dental services;
  - e) attending meetings in person or by telephone with us or our investigators or legal representatives or experts engaged by us or for us, for the purpose of being interviewed or providing information or evidence in oral or written form;
  - f) cooperating with our investigators and legal representatives in the preparation, defence or conduct of legal proceedings;
  - g) 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;

- h) attending court, investigations, inquiries and other hearings for the purposes of giving evidence or assisting our legal representatives;
- i) undergoing medical and other examinations;
- j) 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
- k) complying with our requests for information, including evidence of field of practice and financial information.

25. 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**

26. You must not, without our prior written consent:

- a) admit liability for a claim against you or potential claim against you; or
- b) do or not do anything which may compromise us, including our ability to defend you against a claim against you or potential claim against you or assist you in an investigation or inquiry; or
- c) make any payment or settlement, or offer of payment or settlement, of any claim against you or potential claim against you; or
- d) surrender any right to, or settle any claim by you against another for, contribution, indemnity, or recovery in respect of which we may be liable to cover you.

27. You must use all reasonable measures to avoid or reduce any liability under this Policy.

### **Alteration of risk**

28. 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 or cease practice;

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. We may also decide to reduce the premium.

Failure to notify us of any alteration to your risk may result in us exercising our rights, including refusing to pay your claim.

### **Refund of professional fees**

29. 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 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 consider 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.

## **General terms**

### **Allocation of legal costs**

30. If a claim against you, investigation, inquiry or other matter includes both allegations in relation to which you are entitled to cover under your Policy and allegations in relation to which you are not entitled to cover under your Policy, we will pay only that proportion of costs or legal costs which are attributable to the covered allegations.

We will determine in our absolute discretion the allocation of costs or legal costs between the covered allegations and the uncovered allegations and will inform you of our determination in writing. In determining the allocation of costs or 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 against you, investigation, inquiry or other matter.

### **Our right to the conduct and control of proceedings**

31. You agree that:

- a) we have the right to conduct and control all matters covered under your Policy, including their investigation, defence, pursuit, avoidance, reduction, settlement and, subject to clause 32, 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 consider 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:

- a) we will settle the claim against you, or resolve the investigation, inquiry or other matter; or
- b) 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.

## Appeals

32. 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 covered you or advanced legal costs to you under your 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 or not we consent 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:

- a) such appeal does not have reasonable prospects of success;
- b) even if successful, the outcome is unlikely to provide a substantial improvement for you; or
- c) for any other reason, including not limited to legal costs, such an appeal should not be pursued.

We may, but are not obliged to, seek legal advice as to the merits, prospect of success and likely outcome of such an appeal.

Our decision to pay your legal costs of any appeal is final and at 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**

33. If we make a payment under your Policy, we are subrogated to all of your rights of contribution and indemnity or recovery.

### **Cancellation**

34. 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, your premium will be refunded in full with no cancellation fee deducted. If you cancel your Policy outside the cooling off period, a cancellation fee applies which is equivalent to 45 days' premium. 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.

There will be no refund of premium (but our rights to a cancellation fee are maintained) where:

- a) the total premium paid is \$20 or less; or
- b) you have notified a claim or potential claim under the Policy.

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.

35. We may cancel this Policy by giving you three business days' written notice if:

- a) you failed to disclose or mispresent to us any information that you knew or could reasonably be expected to know 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 any provision of your Policy including but not limited to a condition or the provision to pay the premium and to pay the deductible; 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.

### Recovery costs

36. We have the right to engage third parties to collect money you owe us and, subject to any relevant legislation, you must pay reasonable costs incurred in recovering that money.

### Governing law

37. Any dispute that arises between you and us under this Policy, relating to its construction, validity or operation will be subject to the law and jurisdiction of the Australian state or territory in which it is issued.

### Interpretation

38. A reference to a statute, regulation, code or other law or a provision of any of them or a professional body, or organisation includes any amendment or replacement of it and/or another regulation or other statutory instrument made under it or made under it as amended or replaced.
39. Under your Policy the masculine includes the feminine gender; neuter genders include any other gender; and the singular includes the plural and vice versa unless the context otherwise requires.

### Definitions

40. In this Policy:

**Certificate of Insurance** means the Certificate of Insurance to your Policy.

**Claim against you** means:

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

**Criminal conduct** means conduct that is or could be in breach of a criminal law, regardless of whether a criminal charge has been brought in relation to that conduct.

**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.

**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** mean:

- a) if you are a dental practitioner, the following services that you personally provide:
  - i) dental care during 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 provided that the activity is of a type that a qualified dental practitioner would ordinarily provide within your 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.

**Eligible data breach** means a data breach involving unauthorised access to, or unauthorised disclosure of personal information that is likely to result in serious harm to any individual to whom the information relates and which must be notified pursuant to the provisions of the *Privacy Act 1988* (Cth) or equivalent State or Territory legislation.

**Field of practice** means the field of practice set out in the Certificate of Insurance and is subject to the limitations, exclusions, qualifications and requirements set out in the Practice Category Guide.

**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:

- a) your current or former spouse, de facto or domestic partner;
- b) your children;
- c) the children of your current or former spouse, de facto or domestic partner;
- d) your brothers, your sisters or your parents.

**Inquiry** means a hearing, inquiry, disciplinary proceeding, investigative process or conciliation :

- a) In the case of dental practitioners and dental students, by or on behalf of a dental tribunal, health services authority, professional body, Professional Services Review Committee, Royal Commission, Coroner's Court or health or medical benefits fund, Information Commissioner, Privacy Commission, consumer protection agency, Police or Anti-Discrimination Board (or equivalent), but not before a Professional Registration Board; or
- b) In the case of dental students by or on behalf of 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 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”.

**Legal costs** means lawyers’ costs and disbursements reasonably and necessarily incurred for the matters covered under your Policy, including for:

- a) defending you against an allegation or claim against you; or
- b) attending or assisting in an investigation or inquiry; or
- c) prosecuting any proceedings for indemnity, contribution, recovery or other remedy;  
or
- d) investigating, avoiding, reducing or settling any such matters above.

but does 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.

**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 the Certificate of Insurance, this Policy wording, any supplementary Policy wording current during the period of insurance, and any endorsements issued to you during the period of insurance.

**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 person named as the insured in the Certificate of Insurance; and
- b) the executor or administrator of that person’s estate.

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