

# MDA National Practice Indemnity Policy

This Supplementary document details amendments to the MDA National Practice Indemnity Policy V.8 effective 1 July 2021.

The amendments are to:

- remove references to the Australian Financial Complaints Authority (AFCA) as the body to which complaints, not resolved after our internal dispute resolution process, should be referred. The AFCA rules exclude complaints under this Policy.
- update our contact details for when you wish to take advantage of our internal dispute resolution process.
- amend cover for defence costs for employment disputes to clarify limitations on the cover, Clause 10.
- clarify the consequences of failing to comply with a Policy condition.
- to include a cyber exclusion (and definitions) limited to cover for loss of documents.
- to include a condition (and related exclusion) requiring you to stop a procedure or practice (within 14 days of receipt of notice by us) if we consider that the procedure or practice poses an unreasonable risk of giving rise to a claim against you, investigation or inquiry.

## Amendment to SECTION 1 — Financial Services Guide

### **Page 2**

The words “and external” are removed from the last bullet point under the heading: **SECTION 1: Financial Services Guide**

### **Page 5 — Internal dispute resolution**

The text under the above heading is replaced with:

In our experience, most issues can be resolved with a quick phone call or email to one of our staff.

If you are not satisfied with the response they will refer your matter to their supervisor or manager. If the matter is not resolved at this level or you do not take up a matter directly with staff, please contact our 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 days.

### **Page 5 — External dispute resolution**

The heading and text under the above heading is removed.

## Amendment to SECTION 2 — Important Information

### **Page 14 — Internal dispute resolution**

The text under the above heading is replaced with:

For information about our dispute resolution process please refer to Section 1 page 5:

### **Page 14 — External dispute resolution**

The heading and the text under the above heading is removed.

## Amendment to SECTION 3 — Policy Wording

### **Page 18 - Defence costs for employment disputes**

The following sentence is added at the end of Clause 10:

We will not indemnify you under this clause in respect of an allegation or claim against you or allegation or claim by you against another, arising from bodily injury, mental injury, sickness, disease, disability, incapacity or death.

### **Page 19 – Clause 11 Loss of Documents**

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 15.34

### **Page 25 – Exclusions**

Add exclusion 15.33

the matter for which you claim under the policy arises because of your continuing a procedure or practice in the provision of healthcare services 14 days after you have received notice from us under clause 25A asking you to stop the procedure or practice.

### **Page 25 Exclusions**

Add exclusion 15.34

the matter for which you claim under clause 11 (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 25 – Conditions**

The following sentence 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:

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

### **Page 27 Conditions**


Add Condition 25A

#### **Stop Notice**

**25A** You must stop a procedure or practice in providing healthcare services if:

- a. we consider that the procedure or practice 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.

[mdanational.com.au](https://mdanational.com.au)

1800 011 255  [peaceofmind@mdanational.com.au](mailto:peaceofmind@mdanational.com.au)

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